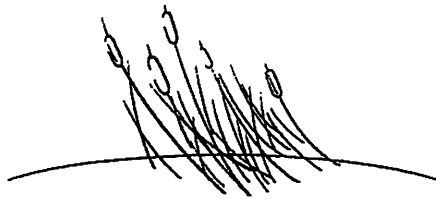


DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS
BY
WYNSTONE DEVELOPMENT CORPORATION

WYNSTONE PHASE 1



WYNSTONE

Great Nature. Great Family. Great Living.

97-001958

STATE OF SOUTH DAKOTA, UNION COUNTY, SS
 recorded this 15th day of May, 1997
 at 1:00 o'clock P. M., IN BOOK 34
Misc Page 126



Jana Tolt Register of Deeds

WYNSTONE DEVELOPMENT
 DECLARATION OF COVENANTS, CONDITIONS,
 AND RESTRICTIONS

99pd #
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Comp. _____
 Indexed _____
 Chg.-Pd. _____

THIS DECLARATION, made this 15th day of May, 1997, by

Wynstone Development Corporation, of Union County, South Dakota,
 hereinafter referred to as "Declarant", fee owner of that certain
 real estate legally described as:

Wynstone Phase 1 in part of Section 1 and
 accretion thereto and part of Section 2 and
 accretion thereto all in Township 29 North,
 Range 7 East of the 6th Principal Meridian
 and in part of Minor Tract 2 of Section 25,
 Township 30 North, Range 7 East of the 6th
 Principal Meridian and part of Section 36 and
 accretion thereto in Township 30 North,
 Range 7 East of the 6th Principal Meridian,
 all in Union County, South Dakota, which
 includes the following:

Lots 1-24, inclusive, Wynstone First Addition of Wynstone
 Phase 1,

Lots 25-30, inclusive, Wynstone Second Addition of Wynstone
 Phase 1,

Lots 31-37, inclusive, Wynstone Third Addition of Wynstone
 Phase 1,

Lots 38-44, inclusive, Wynstone Fourth Addition of Wynstone
 Phase 1,

Lots 45-54, inclusive, Wynstone Fifth Addition of Wynstone
 Phase 1,

Lots 55-60, inclusive, Wynstone Sixth Addition of Wynstone
 Phase 1,

Lots 61-67, inclusive, Wynstone Seventh Addition of Wynstone
 Phase 1,

Lots 68-73, inclusive, Wynstone Eighth Addition of Wynstone
 Phase 1,

Lots 74-84, inclusive, Wynstone Ninth Addition of Wynstone
 Phase 1,

Lots 85-94, inclusive, Wynstone Tenth Addition of Wynstone Phase 1,

Lots 95-104, inclusive, Wynstone Eleventh Addition of Wynstone Phase 1, and

Lots 105-114, inclusive, Wynstone Twelfth Addition of Wynstone Phase 1,

all of which real estate shall hereinafter be referred to as the "Property". Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Property. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such Property as is now or hereafter subjected to this Declaration.

NOW, THEREFORE, Declarant does hereby impose and charge the Property with the covenants, agreements, easements, restrictions, conditions, and charges hereinafter set forth, hereby specifying that all of said Declarations shall constitute covenants to run with the land and shall be binding on all parties having any right, title, or interest in the Property or any portion of the Property, their heirs, successors, assigns, and all persons claiming under them, said Declarations being intended to inure to the benefit of each owner of the Property or any portion thereof and, further, said restrictions and covenants being designed to keep said Property uniform and to insure the highest and best residential use of said Property.

ARTICLE I

DEFINITIONS

1. Definitions. The following words when used in this Declaration shall have the meanings set forth below:

- a. "Assessment" shall mean a quarterly or a special assessment assessed against any Lot pursuant to the provisions of Article IV of this Declaration.
- b. "Association" shall mean Wynstone Homeowners Association, a South Dakota non-profit corporation, as well as its successors and assigns.
- c. "Board" shall mean the Board of Directors of the Association.
- d. "By-laws" shall refer to the By-laws of the Association, attached hereto as Exhibit "A" and incorporated herein by this reference, as they may be amended from time to time.
- e. "Common Areas" shall mean the roads, ponds, bridges, walkways, parks, trails, signs, and gates as shown upon the plats of the Property, which said Common Areas include but are not limited to the road currently known as Wynstone Drive. Said Common Areas shall be conveyed to the Association by Declarant. "Common Areas" shall also mean any other real estate purchased by the Association, in the future, for purposes of benefiting the Owners of Lots within the Property.
- f. "Lot" shall mean any plot of land shown upon any recorded subdivision plat of the Property, with the exception of Common Areas.
- g. "Member" shall mean an Owner in his or her capacity as a member of the Association as provided in Article II.
- h. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot except that, where a Lot is being sold on a contract for deed and the contract vendee is in possession, then the vendee and not the vendor shall be deemed to be the "Owner". Under no circumstances shall Owner refer to any mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Governance of Association. Except as otherwise controlled below, the operation of the Association shall be governed by the Articles and By-laws of said Association.

2. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

3. Association Responsible for Maintenance and Repair of Roads/Associated Duties. The Association shall be responsible for the maintenance and repair of all of the roads that are shown upon the plats of the Property, including Wynstone Drive, and for the snow removal and general upkeep of such roads. Further, the Association shall be responsible for the maintenance and repair of all other Common Areas located within the Property which Declarant may dedicate to the Association or which the Association may otherwise acquire. The Association shall also be responsible for the maintenance of any common easements and utilities in connection with such roads. The Association shall also have the duty to fix, levy, collect, and enforce payment of all charges and assessments therefor.

4. Voting. Members shall be entitled to one vote for each Lot subject to assessment. When more than one person holds an interest in any such Lot, all such persons shall constitute one Member. The vote for each such Lot shall be exercised as the persons holding an interest in that Lot among themselves

determine, but in no event shall more than one vote per Lot be cast. Unless otherwise provided herein or in the By-Laws of the Association, the vote of a majority of a quorum of the Members of the Association, whether taken at a formal meeting or by writing in lieu thereof, shall be sufficient for the transaction of the Association's business.

5. Meetings. Subject to the By-laws of the Association, the Members of the Association shall meet at least annually, upon ten (10) days written notice to the Members. The Members of the Association shall elect such directors, officers, and committees as permitted by the By-laws of the Association. Nothing herein shall prevent the waiver of notice of meetings by attendance at such meetings or the informal consent of Members to actions taken. The By-laws of the Association shall provide for the use of proxies.

ARTICLE III

COMMON AREAS

1. Property Rights in the Common Areas. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to his or her Lot, subject to:

- a. this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;
- b. the right of the Association to limit the number of guests, and to adopt rules regulating the use and enjoyment of the Common Areas;

- c. the right of the Board to suspend the right of an Owner to use any facilities within the Common Areas (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of this Declaration or the By-laws, or rules of the Association;
- d. the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Areas; provided, however, the dedication or transfer of any streets or roads which are part of the Common Areas and which are necessary for ingress and egress to and from any Lot shall be subject to the Owners' non-exclusive easement of use, access, and enjoyment in and to the Common Areas.

2. Delegation of Use. Any Owner may delegate, subject to the provisions hereof, his or her right of enjoyment to the Common Areas and any Association facilities to his or her tenants or contract purchasers who occupy the Owner's Lot.

ARTICLE IV

COVENANT FOR QUARTERLY AND SPECIAL ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Owners, for each Lot owned by them within the Property, hereby covenant, and each subsequent Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) quarterly assessments or charges, and (ii) special assessments for capital improvements or capital equipment to be owned by the Association, such assessments to be established and collected as hereinafter provided. The quarterly and special assessments due with respect to each Lot, together with interest, costs and reasonable attorneys' fees, shall be a

charge on and a continuing lien against such Lot. Quarterly assessments shall become a lien upon each Lot as of the first day of each calendar quarter of the year in which such assessment is due and payable. Special assessments shall become a lien on the earliest date any part of the same is due and payable. Quarterly assessments and special assessments shall be due and payable as determined by the Board. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

2. Purpose of Assessments. The quarterly assessment levied by the Association shall be used for the payment of taxes and assessments levied by any taxing authority on the Common Areas and the cost of utilities and insurance for and improvement, repair, and maintenance of the Common Areas (including all roads, gates and ponds within the Property) and personal property owned by the Association. An adequate reserve fund funded from quarterly assessments and not from special assessments shall be maintained for maintenance, repair and replacement of those elements of the Common Areas that must be replaced on a periodic basis.

3. Special Assessments for Capital Improvements. In addition to the quarterly assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,

repair or replacement of (i) a capital improvement upon the Common Areas (including all roads, gates and ponds within the Property), including fixtures and personal property related thereto or (ii) capital equipment to be owned by the Association, provided that any such assessment shall have the assent of two-thirds ($2/3$) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the scheduled meeting, the presence of Members or of proxies entitled to cast a majority of all the votes of the Members shall constitute a quorum. If less than a majority of the outstanding votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting to a future time with a minimum three (3)-day notice to all Members. At such adjourned meeting held at the appointed future time, the required quorum at the subsequent meeting shall be one-half ($1/2$) of the required quorum at the preceding meeting.

5. Uniform Rate of Assessment. Both quarterly and special assessments shall be fixed at a uniform rate per Lot and no assessment may be made on a front foot or other basis. During the first three (3) years that this Declaration shall be in place, Declarant shall not be required to pay any portion of the

quarterly or special assessments assessed against any Lot owned by Declarant which is associated with snow removal or related winter maintenance.

6. Date of Commencement of Quarterly Assessments; Due Dates. The Board shall fix the amount of the quarterly assessment provided for herein against each Lot subject to assessment at least thirty (30) days in advance of each quarterly assessment period. The initial quarterly assessment period shall commence on the first day of the month following the recording of this Declaration and run throughout and including the next succeeding calendar quarter (i.e. March 31, June 30, September 30, or December 31). Written notice of the quarterly assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as a real estate mortgage may be foreclosed. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his or her Lot.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the foreclosure of any such first mortgage shall extinguish the lien of such assessments as to payments which become payable prior to the completion of such foreclosure or which become payable during any period of redemption and, if the assessments for which liens were extinguished cannot be collected in an action against the person personally obligated to pay them, the Association shall bear such assessments as a common cost. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Review Committee. The Architectural Review Committee (ARC) shall consist of at least three (3) persons, but not more than five (5) persons, at least one of whom shall be a director on the Board. The ARC shall have exclusive jurisdiction over all construction on any portion of the Lots within the Property. The ARC shall have the right to inspect such construction with regard to compliance with the guidelines set forth below and the provisions of this Declaration. The Declarant retains the right to appoint all members of the ARC, who shall serve at the discretion of the Declarant, for three (3) years from the date of this Declaration. Thereafter, the Board

shall have the right to appoint all members of the ARC who shall serve at the discretion of the Board.

2. Approval of Plans. No house, other building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot within the Property, nor shall any addition thereto or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, and location shall have been submitted in writing to, and approved in writing by, the Architectural Review Committee. The ARC shall meet with due diligence or as promptly as possible and shall respond within thirty (30) days. The ARC will not unreasonably withhold its approval but shall base its decision upon the guidelines set forth in Section 3 of this Article, together with all other provisions of this Article and this Declaration. If a decision is not rendered within said thirty-day period, then the ARC shall be deemed to have denied approval.

3. Guidelines. In determining whether to approve a proposed structure, addition, or alteration, the Architectural Review Committee shall consider the following guidelines:

- a. Building Materials. In keeping with the planning and design considerations given to the natural environment, certain building materials are more appropriate than others.
- b. Minimum House Size. Housing units shall have the following minimum square footage requirements.

ADDITION

MINIMUM SQUARE FOOTAGE
MINIMUM HOUSE SIZE (S.F.)

FIRST (Lots 1-24)	3,500
SECOND (Lots 25-30)	2,200
THIRD (Lots 31-37)	2,200
FOURTH (Lots 38-44)	2,200
FIFTH (Lots 45-54)	2,200
SIXTH (Lots 55-60)	1,800
SEVENTH (Lots 61-67)	1,800
EIGHTH (Lots 68-73)	1,800
NINTH (Lots 74-84)	2,200
TENTH (Lots 85-94)	2,200
ELEVENTH (Lots 95-104)	2,200
TWELFTH (Lots 105-114)	2,200

- Square footages shown above are exclusive of porches, garage, decks or basements.

- c. Driveways. Driveways shall be concrete, asphalt, or special paving i.e. brick, interlocking concrete paver, stamped concrete, etc. Every driveway shall provide positive drainage away from the house and garage. Driveway aprons must be paved and patterned in the same manner as the driveway. No curb-side parking areas may be created by extending any portion of the street pavement.
- d. Parking. Minimum parking requirements are two spaces within a garage and two spaces off of the street and on paved area within building setbacks. Parking on street must be limited to special occasions.
- e. Roofs. All plans for roof, roof pitches and overhangs must be submitted to and approved in writing by the Architectural Review Committee, prior to construction. Roof colors and textures shall be an integral part of the exterior color scheme of the building.

Cedar wood shingles or shakes, concrete tiles with natural texture and color, natural clay tiles or ribbed metal of warm colored finish (specialty areas only) are the only permitted types of roofs on homes located on Lots 1-24, inclusive, Wynstone First Addition and Lots 101-104, inclusive, Wynstone Eleventh Addition, and Lots 105-114, inclusive, Wynstone Twelfth Addition.

Other types of roofs such as fiberglass shingles, asphalt shingles in warm earth tones, and masonite shingles are permitted on the remaining Lots within the Property (in addition to those types of roofs listed in the preceding paragraph).

Roofs consisting of rolled asphalt are not permitted on any of the Lots within the Property.

- f. Siding Materials. Siding materials bear the same consideration as roofing materials. Natural materials such as stone and wood inherently work well with their surroundings, as do man-made materials of natural color and material such as brick.

In addition, large expanses of a single material, especially if unbroken by detail or depth, can become overpowering to the rest of the building form and surroundings. On the contrary, the use of too many different materials or textures can create confusion and distract from an otherwise good design.

Not Permitted:

- Aluminum or steel siding.
- Plywood (except as panel infill).
- Cement asbestos siding.
- All plastics.
- Simulated brick.

The above guidelines represent minimum requirements for approval of construction plans by the ARC. However, the ARC, at its sole discretion, may waive or vary any of the above requirements for good cause.

ARTICLE VI

RESIDENTIAL AREAS COVENANTS

1. Land Use and Building Type. Not more than one residential structure to accommodate one immediate family shall ever be erected on one platted Lot, provided however, that a guest house or a servant's house may be erected provided such guest house or servant's house shall be used only by a bona fide guest, servant or employee of those residing in the main dwelling structure and no such guest house or servant's house shall ever be rented. Additionally, garages, gazebos, boathouses and other

outbuildings may be erected with the prior written approval of the Architectural Review Committee as to location, type of construction, exterior walls and materials. All such residential dwellings shall be subject to the restrictions set forth in this Article VI.

2. Code Compliance. All building construction must comply with the restrictions and requirements as provided for by the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electric Code and the ordinances and any amendments thereto of the County of Union.

3. Construction Site Envelope; Building Locations. Buildings, garages, outbuildings or dwelling units shall be located within the building site envelope provided by the ARC. However, gazebos, boathouses or other recreational facilities may be located outside the building site envelope so long as they do not block the view of adjacent property owners, are an integral part of the landscaping plan, and are approved in writing by the ARC.

4. Garages. All dwellings shall have a garage which is no smaller than a double garage. All such garages must be permanently constructed, with exterior materials, appearances, and design to conform to the principal structures.

5. Outbuildings. Outbuildings may be located upon any Lot within the Property. All such outbuildings must be permanently constructed, with exterior materials, appearances, and design to conform to the principal structures. No structures of a

temporary character of any kind shall be placed on any Lot at any time or used as a residence, permanently, except construction trailers and the like may be allowed as provided in the Wynstone Development Construction Procedures.

6. Removal of Soil and Grade Level. No soil shall be removed from the Property resulting from any excavation without first obtaining the written approval of the ARC. There shall be no material change in grade levels as they now exist without the written approval of the ARC.

7. Replatting and Subdividing. Multiple adjacent Lots can be subdivided so long as any subdivision represents the combination of one whole Lot with the adjacent part of another (the portioned Lot must be immediately adjacent to the whole Lot). Also, no one, except Declarant, shall at any time in any other manner change the plat of the Property, which shall be filed by Declarant with the Union County Register of Deeds office, or dedicate any of the Property for a public thoroughfare, or permit any part of the Property to be used as a public thoroughfare.

No Lot shall be made subject to any type of time-sharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot or dwelling unit rotates among members of the program on a fixed or floating time schedule over a period of years.

8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot

within the Property, except dogs, cats, or other usual and common household pets, provided that they are not kept for any reason other than as household pets. However, those pets which are permitted to roam free on the property other than the pet owner's Lot shall be removed upon request of the Board. Also, those pets which endanger the health of property owners and other parties, make objectionable noise, or constitute a nuisance or inconvenience to the Owner of any Lot within the Property shall be removed upon request of the Board. Dogs shall at all times, whenever they are outside, be confined on a leash held by a responsible person unless the dogs are on the owner's Lot. No horses shall be kept or stabled on any of such Lots.

9. Nuisances. No noxious, offensive, or illegal trade or activity, as defined by law or as defined by the Association, nor any trade or commercial activity of any kind, shall be carried on upon any Lot within the Property nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the neighborhood or individuals residing or owning Lots therein, except that an Owner or occupant residing therein may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and

(d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Self-employed business where the public is invited shall not be permitted. Without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Property. No portion of any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of a Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Lots.

10. Vehicle Parking. No vehicles shall be temporarily or permanently parked within the Property without being garaged unless such parking is by bona fide temporary guests of the Owner or unless approved by the Architectural Review Committee. No garbage or large commercial trucks may be permanently parked or housed within the Property even within garages. No recreational vehicles, trailers, campers, camper trailers, boats and other watercraft, and boat trailers shall be allowed upon any Lot

unless the activity associated with such recreational vehicle is currently "in season" or unless such recreational vehicle is parked within the garage serving said Lot. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted upon the Lots except within enclosed garages. Any vehicle or item parked in violation of this Section 10 or in violation of parking rules promulgated by the Association may be towed and stored by said Association, all at the expense of the subject owner.

11. Garbage Containers and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish or storage area for any commercial equipment not contained within a dwelling. Trash, garbage or other waste shall be kept in sanitary containers, which containers shall be kept out of the front yard except on collection day. Storage of such containers while in use shall be within garages or within properly screened areas.

12. Signs. Except as expressly set forth in this Section 12, no sign of any kind shall be displayed to the public view on any Lot, except name plates or address designations. Declarant and Declarant's agents shall be allowed to erect and display such signs as shall be necessary to indicate to the public that Lots within the Property are available for purchase. Further, Owners shall be allowed to erect and display such re-sale signs as shall be necessary to indicate to the public that their Lot is

available for purchase, said signs to be in keeping with the size and type of re-sale signs typically used by realtors.

13. Vacant Lots. The persons owning vacant Lots must maintain them and regularly mow them as is necessary and spray for weeds. Upon failure to do this, and after fourteen (14) days notice is given, the Association may perform such maintenance as necessary and bill the Lot owner for the expense incurred and file a lien against said Lot.

14. Landscaping. The yard associated with each Lot shall be completely landscaped within one (1) year of the date upon which the residence thereon is completed.

- a. Retaining Walls. Retaining walls are acceptable where proposed grades must be in excess of 3:1. Where retaining walls are used, they shall be of a material compatible with the building architecture. No railroad ties are allowed, but landscape ties are acceptable.
- b. Water Features. All water features such as ponds or fountains shall be subject to review and approval by the Architectural Review Committee. (See Section 20 for provisions for pools, spas, and similar apparatus.)
- c. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any Lot. Exterior sculpture, statues, and similar items shall not be allowed upon any Lot unless written approval therefor has been obtained from the Architectural Review Committee.
- d. Exterior Lighting. Exterior lighting shall be reviewed and approved in writing by the Architectural Review Committee. All proposed exterior lighting shall be detailed on the final plans. No glare or hot spots will be allowed to be seen from adjacent properties. Flood lights shall be shielded fixtures. Exposed lamps are not acceptable.

Any exterior house lighting, for security, landscaping, or aesthetic purposes, shall be carefully oriented to avoid directing unwanted light toward adjacent property and the roads or streets.

- e. Minimum Planting Requirements. The quantities for trees were established for residential lots with no existing vegetation. Those Lots with an abundance of existing trees would be given credit for those trees preserved and the minimum requirements would be relative to that Lot and decided by the Architectural Review Committee.

MINIMUM PLANT QUANTITY ACCORDING TO PLANT TYPE

Lot Type	Shade Tree	Evergreen Tree	Ornamental Tree	Deciduous Shrub	Evergreen Shrub
All Additions	2	3	3	30	20

MINIMUM PLANT SIZES AT TIME OF INSTALLATION:

Shade Tree:	2" - 2 1/2" Caliper
Evergreen Tree:	5' - 8' Height (Heights should vary.)
Ornamental Tree:	1" - 1 1/2" Caliper
Deciduous Shrubs:	3 Gallon Container
Evergreen Shrubs:	3 Gallon Container

15. Private Water Source System Not Allowed. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property. Private wells, whether for potable use or irrigation or any other use, are prohibited on the Lots within the Property. This Section 15, however, shall not apply to the Declarant, and it may not be amended without Declarant's written consent.

16. Antennas. Provided written approval from the Architectural Review Committee is first obtained, satellite dishes not exceeding eighteen inches in diameter may be placed upon any Lot within the Property, for purposes of receiving

television signals. Any such satellite dish shall be shielded and hidden so it will not be visible from any road, street or adjacent property. No exterior antennas or aerials shall be permitted.

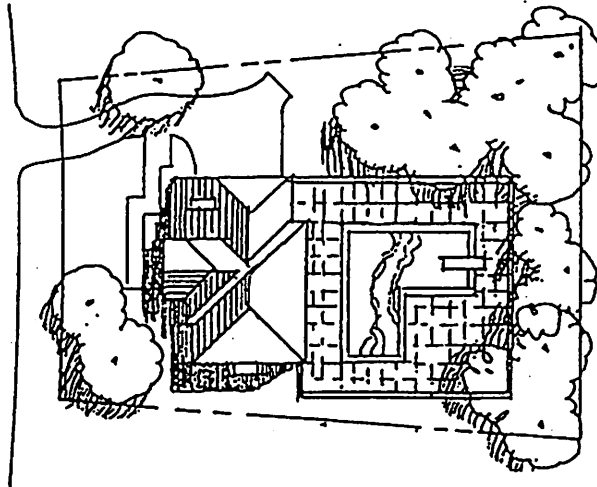
17. Air Conditioning Units. No window air conditioning units may be installed in any dwelling upon the Property. All air conditioning units shall be shielded and hidden so they will not be visible from any road, street or adjacent property.

18. Energy Conservation Equipment. Unless written approval from the Architectural Review Committee is first obtained, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any structure within the Property. Such equipment must be an integral and harmonious part of the architectural design of a structure as determined by the Architectural Review Committee.

19. Fences. All proposed fences and walls must be approved in writing by the Architectural Review Committee prior to installation. Fences and walls shall be an extension of the house. They shall not function as property line markers, but define exterior spaces as well as screen undesirable uses or views.

Front yard fences and walls are not allowed unless they are an integral part of the house architecture.

For example, see the sketch below for acceptable fence location.



Under no circumstances shall untreated wood fences/walls, railroad tie retaining walls, and free standing wire fences be permitted.

Any wall and/or fence should be constructed of materials and colors consistent with the house or materials to compliment the house. No chain-link fences are allowed with the exception of tennis courts and swimming pools, and unless screening is provided. Chain link fence around pools or tennis courts shall be vinyl coated of dark green or black color.

All fencing shall have the framing on the lot side of the fence. Fences shall not be erected in utility, drainage or landscape easements.

Complete rear yard fencing is not permitted as the desirability of open space and the unity of the surrounding areas is an important part of the design of Wynstone Development. Fences are discouraged in side yards, except small enclosures for

mechanical equipment or trash containers, and, when approved, shall not extend beyond the sight line of adjacent houses.

20. Pools. In-ground pools with fencing and screening must be reviewed and approved in writing by the Architectural Review Committee, prior to installation. No above-ground swimming pools shall be erected, constructed, or installed upon any Lot. No above ground spas are permitted unless built into a deck system with spa flush to top of deck. Jacuzzis, hot tubs, spas, or any similar apparatus may be permitted if in accordance with guidelines established by the Architectural Review Committee. Equipment for pools, spas, and the like shall be completely screened from adjoining properties.

21. Utilities. All utilities shall be underground.

22. Mailboxes. Standard design mailboxes shall be used and are included with the Lot purchase and shall be maintained by the Association.

23. Combining Lots. Only one (1) dwelling will be approved for construction on each platted Lot, except for a guest house or servant's house as provided in Section 1. If contiguous platted Lots are owned by the same Owner, the Architectural Review Committee may consider approving plans for construction of a single dwelling which straddles the boundary between such Lots; however, no additional dwelling will be approved for construction on any platted Lot on which all or a portion of an existing dwelling has been constructed or approved for construction.

24. Flagpoles. Flagpoles, if any, shall be residential in size and shall be reviewed and approved in writing by the Architectural Review Committee.

25. Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

26. Recreational Vehicles. No gasoline-powered snowmobiles, ATVs, golf carts, watercraft or unlicensed vehicles of any kind shall be operated in the Common Areas or public ways.

27. Leasing of Main Residential Structures. The main residential structure or dwelling unit may not be rented except in extenuating circumstances such as the Owner being on a temporary leave assignment or if the home has been on the market for sale for an extended period of time and the Owner no longer occupies the home. Any leasing of homes is subject to prior written approval of the Board. The Board may adopt reasonable rules regulating leasing. There shall be no subleasing or assignment of leases. Every Owner shall cause all occupants of his or her home to comply with this Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such

occupants are fully liable and may be sanctioned for any violation.

28. Adams' Homestead and Nature Preserve Setback. The Declarant wishes to implement a natural buffer zone over and across those Lots adjacent to the Adams' Homestead and Nature Preserve, specifically Lots 23 and 24, Wynstone First Addition, Lots 25-30, Wynstone Second Addition, Lots 31-37, Wynstone Third Addition, Lots 38-44, Wynstone Fourth Addition, Lots 45-48, Wynstone Fifth Addition. Additionally, one of the desirable aspects of the Wynstone Development is the abundance of wildlife that inhabit the area. Therefore, a setback line ranging between 100 feet to 200 feet from the Adams' Homestead and Nature Preserve property line shall be shown on the plat of Wynstone Development. The Nature Preserve Buffer Zone is the area between the Lot lines bordering the said Adams' Homestead and Nature Preserve and this setback line.

Notwithstanding any provisions contained in this Declaration, no buildings, garages, outbuildings or other structures shall be constructed, allowed or located within the entire Nature Preserve Buffer Zone and no man-made features and/or landscaping (such as fences, walls, swings, gardens, gazebos) shall be constructed, allowed or located within one-half the width of the Nature Preserve Buffer Zone measured from the Adams' Homestead and Nature Preserve property line. By way of example, where the Nature Preserve Buffer Zone is 200 feet wide,

no man-made features would be allowed within 100 feet of the Adams' Homestead Nature Preserve property line.

The Nature Preserve Buffer Zone shall remain undeveloped or in its "natural" state for, among other things, drainage and vegetative screening purposes, except for tree plantings, vegetation, and similar plantings subject to the written approval of the ARC.

ARTICLE VII

EASEMENTS

1. Reservation of Easements. Easements and rights of way for utility, sewage, and drainage purposes and related functions are hereby expressly reserved to Declarant and the Association, their successors and assigns, over, across, and under the Common Areas, roads, streets, walkways, and private drives which shall be shown on the plats of the Property, and over, across, and under each Lot as reserved and shown on the plats of the Property, which said plats shall encompass all of the Property and shall be recorded prior to sale of any of the Lots within the Property, and over, across, and under such areas as are more particularly shown on said plats, for the location of electric and communication cables, storm drainage, sanitary sewers, pipelines for supplying gas, water, or heat, including mains, service pipes and equipment and drainage purposes, facilities for general utility functions, and all equipment necessary thereto. Declarant and the Association may grant necessary easements to any utilities or other persons to accomplish these purposes.

ARTICLE VIII

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, any change in said covenants in whole or in part must be by an instrument signed and recorded by Members representing two-thirds of the Lots.

2. Option to Repurchase. If a Lot purchaser fails to commence construction of a residential home within twelve (12) months from the date of the purchase of a Lot, Declarant is given and granted the option to repurchase the Lot at its original sales price unless Declarant extends such period in which to commence construction in writing, provided, however, that this option will not extend to adjacent Lots owned by one Owner so long as construction is commenced upon one Lot within the twelve (12) month period. Each Lot buyer, when purchasing a Lot, gives and grants this option of repurchase to Declarant. The purpose of the repurchase option is to guarantee that the Property will be promptly used for residential housing.

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons instituted by Declarant or any Lot Owner against any person or persons

violating or attempting to violate any covenant, either to enjoin or restrain the violation, or to recover damages, or both.

4. Liquidated Damages. The damages for violation of any of the restrictions and covenants set forth in this instrument, being difficult to ascertain, shall be the liquidated damages as set forth in this paragraph as expressly agreed to by all purchasers of Lots. Such damages for the violation of any restriction or covenant contained in this instrument are hereby expressly set at \$500.00 per violation, which sum shall be paid by the violator to the Association. Said liquidated damages shall not be the sole remedy of the remaining Owners, but shall be cumulative with, and the remaining Owners shall retain, all other remedies, at law or in equity, and as set forth above, for purposes of enforcement of this Declaration.

5. Use of Approved Builder. Any Owner desiring to build upon a Lot shall use a builder approved by the Declarant. Such approved builder must agree in writing to the Wynstone Construction Procedures and any other requirements, including bonding, as determined by the Declarant.

6. Notices. Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when hand-delivered or mailed postage paid to the last known address of the person who appears as such Owner on the records of the Association at the time of such mailing.

7. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

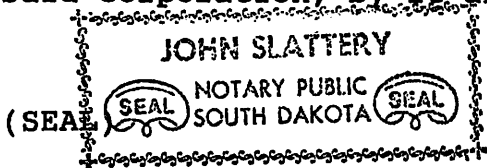
Wynstone Development Corporation

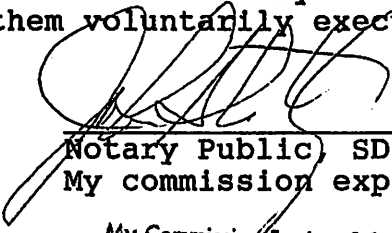
By: Richard J. Wegher
Richard J. Wegher, President

By: Michael D. Hammond
Michael D. Hammond, Secretary

STATE OF SOUTH DAKOTA :
:SS
COUNTY OF UNION :

On this 15th day of May, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Wegher and Michael D. Hammond to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Richard J. Wegher and Michael D. Hammond as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.





Notary Public, SD
My commission expires:

My Commission Expires 9-2-2000

**BY-LAWS
OF
WYNSTONE HOMEOWNERS ASSOCIATION**

BY-LAWS
OF
WYNSTONE HOMEOWNERS ASSOCIATION

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Wynstone Homeowners Association, a non-profit corporation organized and existing under the laws of the State of South Dakota.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Common Area(s)" shall mean the roads, ponds, bridges, walkways, parks, trails, signs, and gates, as shown upon the plats for the Property (including, but not limited to, the road currently known as Wynstone Drive), and shall include any real estate which may hereafter be owned by the Association and designated by the Association for the common use and enjoyment of the Owners.

Section 4. "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for the Property dated May 15th, 1997, and recorded with the Union County, South Dakota, Register of Deeds in Book 34 of Miscellaneous Records,, commencing on Page 126, at 1:00 o'clock P.M. on May 15th, 1997, as such Declaration may from time to time be amended or modified according to its terms.

Section 5. "Lot" or "lot" shall mean any plot of land shown upon any recorded subdivision plat of the Property, with the exception of Common Areas.

Section 6. "Member" shall mean an Owner in his or her capacity as a member of the Association as provided in Article II of the Declaration.

Section 7. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot except that, where a Lot is being sold on a contract for deed and the contract vendee is in possession, then the vendee and not the vendor shall be deemed to be the "Owner". Under no circumstances shall Owner refer to any mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 8. "Property" shall mean the real property described as follows:

Wynstone Phase 1 in part of Section 1 and accretion thereto and part of Section 2 and accretion thereto all in Township 29 North, Range 7 East of the 6th Principal Meridian and in part of Minor Tract 2 of Section 25, Township 30 North, Range 7 East of the 6th Principal Meridian and part of Section 36 and accretion thereto in Township 30 North, Range 7 East of the 6th Principal Meridian, all in Union County, South Dakota.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at such address as the Board shall, from time to time, designate.

ARTICLE III

MEMBERSHIP

Section 1. Membership in the Association shall be governed by the provisions of the Declaration.

Section 2. The rights of membership are subject to the payment of quarterly and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien against the Lot on which such assessments are made, as provided by Article IV of the Declaration, which Article is hereby incorporated herein by reference, the same as if set forth in full and in detail herein.

Section 3. The membership rights of any person whose interest in the Property is subject to assessment under Article III, Section 2 hereof, whether or not he or she is personally obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments remain unpaid, but upon payment of such assessments, his or her rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Areas and the personal conduct of any person thereon, the Board may, in its discretion, suspend the rights of any person violating such rules and regulations for a period not to exceed thirty (30) days or such other period as may be provided by the Declaration and impose a fine of \$500.00 per violation for each continuing infraction of its published rules and

regulations. Nothing herein shall be construed to deprive Owner of the right of access to his or her Lot.

ARTICLE IV

VOTING RIGHTS

Section 1. Each Owner of a Lot, as a member of the Association, shall have such voting rights as are provided for in Article II of the Declaration.

ARTICLE V

PROPERTY RIGHTS AND RIGHTS OF

ENJOYMENT OF COMMON AREAS

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Areas as provided by the Declaration.

Section 2. Any Member may delegate his or her rights of enjoyment in the Common Areas to the members of his or her family who reside at his or her Lot or to any of his or her tenants who reside therein under a written lease complying with the Declaration and filed with the Association. The rights and privileges of such persons are subject to suspension under Article III, Section 3, to the same extent as those of the Member.

ARTICLE VI

ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized for, and is hereby vested with, the powers listed and enumerated in the Articles of Incorporation of the Association.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. The management and affairs of this Association shall be managed by a Board of Directors with an initial number of three (3). Directors need not be Members of the Association. For the first three (3) years from the date of the Declaration, the Declarant shall have the right to appoint the Directors of the Association. Thereafter, an election shall be held among all Owners in fee of the Lots for the purpose of electing five (5) Directors to serve on the Association's Board of Directors for a term of one (1) year. The number of Directors may be changed by amendment of these By-Laws.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office for the same period of time for which his or her predecessor was appointed to serve.

Section 3. The Board of Directors shall have the 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 (1/4) of the voting Membership, as provided in Article XII, Section 2 hereof.
- b. To appoint and remove at its 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 By-Laws 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 III, Section 2 hereof.

- d. To adopt and publish rules and regulations governing the use of Common Areas 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 in its Articles of Incorporation and the Declaration except those reserved to the Members.
- f. To exercise all other powers necessary or appropriate for the discharge of its other powers authorized hereunder or its obligations provided for herein.

Section 4. 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 of the Members when such is requested in writing by one-fourth (1/4) 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 IV of the Declaration:
 - (1) To fix the amount of the applicable assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period;
 - (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;
 - (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 VIII

ELECTION OF DIRECTORS

Section 1. At any election for Directors the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The names receiving the largest number of votes shall be elected. Nominations for election to the Board of Directors may be made in writing by any Member, which writing shall be delivered to the Board prior to the scheduled meeting. Moreover, Members may make nominations from the floor at the time of the election of Directors at the annual meeting of Members.

ARTICLE IX

DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held quarterly on a day, time, and place agreed upon by a majority of the Directors.

Section 2. Notice of such regular meeting is hereby dispensed with.

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, upon 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 business of the meeting.

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

ARTICLE X

OFFICERS

Section 1. The officers of the Association 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. One individual may jointly serve as secretary/treasurer.

Section 2. All officers shall be chosen by a majority vote of the Directors. All officers shall hold office at the pleasure of the Board of Directors.

Section 3. 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 shall sign all notes, checks, mortgages, deeds and all other written instruments on behalf of the Association.

Section 4. The Vice President shall perform all the duties of the president in his or her absence.

Section 5. 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, shall sign all certificates of Membership, shall keep the records of the Association, and shall record in a book kept for that purpose the names and addresses of all Members of the Association.

Section 6. 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 disbursements 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. The Treasurer shall keep proper books of account. The Treasurer 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 Maintenance Committee; and

The Architectural Review Committee.

Unless otherwise provided herein or in the Declaration, each committee shall consist of a Chairman and two or three Members and shall include a member of the Board of Directors. The committees shall be appointed by the Board 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 may designate that its members constitute one or more of such standing committees. The Board may appoint such other committees as it deems desirable.

Section 2. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas of the Association, including but not limited to the roads, and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Architectural Review Committee shall have the duties and functions described for said committee in the Declaration. It shall watch for any proposals, programs or activities which may adversely affect the value of the Property and shall advise the Board of Directors regarding Association action on such matters.

ARTICLE XII

ANNUAL AND SPECIAL MEETINGS OF MEMBERS

Section 1. The annual meeting of the Members shall be held on the second Monday in the month of March in each year, beginning with the year 1998 at the hour of 7:00 o'clock P.M.,

for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of South Dakota, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

Section 2. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-fourth of all of the outstanding eligible votes entitled to be cast at a meeting of the Members.

Section 3. The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of South Dakota.

Section 4. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be

delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the 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 his or her address as it appears on the books of the Association, with postage prepaid.

Section 5. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof or in order to make a determination of Members for any other proper purpose, the Board of Directors of the Association may provide that the record books shall be closed for a stated period, not to exceed fifty (50) days. If the record books of the Association shall be closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the record books, the Board of Directors may fix in advance a date as the record date for any such determination of Members, such date in a case to be not more than fifty (50) days and, in case of a meeting of Members, no less than ten (10) days prior to the date on which the particular action requiring determination of Members is to be taken. If the record books of the Association are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a

meeting of Members, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at a meeting of Members has been made as provided in this section such determination shall apply to any adjournment thereof.

Section 6. The President of the Association or any person designated by the President for that purpose shall complete and maintain a list of Members of the Association entitled to vote at any meeting of Members, arranged in alphabetical order with the address of and the number of votes or the fractional amount thereof which the Member may cast. Such list shall at all times be subject to inspection by any Member of the Association.

Section 7. A majority of the outstanding votes entitled to be cast at a meeting of Members of the Association, with a representative in person or by proxy, shall constitute a quorum at a meeting of Members. If less than a majority of the outstanding votes are represented at the meeting, a majority of the votes so represented may adjourn the meeting to a future time without further notice. At such adjourned meeting held at the appointed future time, 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. The Members present at a duly organized meeting which initially had a quorum may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 8. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his or her duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. Memberships standing in the name of another corporation may be voted by such officer, agent or proxy as the By-Laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Memberships held by an administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such membership into his or her name. A membership standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote membership held by him or her without a transfer of such membership into his or her name.

Section 10. At each election for directors every Member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes which he or she is entitled to cast for as many persons as there are directors to be elected and for whose election he or she has a right to vote.

ARTICLE XIII

BOOKS AND PAPERS

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

ARTICLE XIV

CORPORATE SEAL

Section 1. The Association shall not have a corporate seal unless required by applicable law, or adopted by the Board.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a two-thirds majority of a quorum of Members present in person or by proxy, provided that the voting and quorum requirements specified for any action under any provisions of these By-Laws shall apply also to any amendment of such provision and provided further that those provisions of these By-Laws which are governed by the Articles of Incorporation of the 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 Declaration may not be amended except as provided in the Declaration.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation

shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

DISSOLUTION

Section 1. The Association may be dissolved only with the assent given in writing and signed by the Members entitled to cast two-thirds (2/3) of the votes of the Members. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets shall be mailed to every Member at least ninety (90) days in advance on any action taken.

Section 2. Upon dissolution of the Association the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as possible the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit association, association, trust or other organization to be devoted to purposes as nearly as possible the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title to any Member vested in him or her under the Declaration.