

BYLAWS OF INDIAN TRAILS ASSOCIATION, INC.

ARTICLE I

Name, Location and Binding Effect

The name of the corporation is “Indian Trails Association, Inc.” hereinafter referred to as the “Association”. The registered office of the Corporation shall be located at the office of the legal counsel of the Association, but meetings of Members and Directors may be held at such places within Brown County, Wisconsin as may be designated by the Board of Directors. These Bylaws shall govern and be binding on all individual and joint Lot Owners their respective heirs, administrators, personal representatives, lessees, successors, and assigns, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees, invitees, employees, agents, servants and guests of any of the foregoing.

ARTICLE II

Purpose and Powers

The purpose for which this Association has been formed and the powers which it may exercise are set forth in the Articles of Indian Trails Association, Inc. including, but not limited to, the purpose of maintaining, improving, policing or preserving properties in which its Members shall have common rights of usage. The Association is the successor to Indian Trails Association, an unincorporated association created in 1963 by the original developer of Platten's Indian Trails Subdivision No. 1 and Platten's Indian Trails Subdivision No. 2. The Board of Directors of the original Indian Trails Association has determined that it is in the best interest of the Members that the Association be formed under Chapter 181 of the Wisconsin Statutes as a non-stock corporation to carry on the purposes of the original Indian Trails Association, as amended by the Articles of Incorporation of the Association and these Bylaws,

ARTICLE III

Definitions and Interpretation

Section 3.1. “Articles” shall mean the Articles of Incorporation of the Association.

Section 3.2. “Association” shall mean and refer to Indian Trails Association, Inc. its successors and assigns.

Section 3.3. “Common Area” shall mean all real property owned by the Association for common use and enjoyment of the Owners.

Section 3.4. “Lot” and “Outlot” shall mean and refer to any plot of land designated as a “Lot” or “Outlot” as set forth on Platten's Indian Trails Subdivision No. 1 and Platten's Indian Trails Subdivision No. 2 filed with the Register of Deeds for Brown County. For purposes of these

Bylaws, if an Owner holds title to two or more contiguous parcels on which one dwelling is located, all parcels shall be considered to be a single Lot.

Section 3.5. “Owner” shall mean and refer to every person or entity who is the beneficial owners of a fee or undivided fee interest in any Lot, including contract buyers, but excluding those having such interests merely as security for the performance of an obligation.

Section 3.6. “Members” shall mean and refer to all those persons entitled to Membership as provided in the Articles and these Bylaws.

Section 3.7. “Members in Good Standing” shall mean Members who are current in the payment of dues and assessments and are in compliance with these Bylaws and any Rule and Regulations of the Association.

Section 3.8. Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural. Pronouns stated in the masculine, the feminine or neuter gender shall include the masculine, the feminine and the neuter. Captions or headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend or otherwise affect the scope or intent of this Agreement or any provision hereof.

ARTICLE IV Membership and Members

Section 4.1. Membership. Each Lot Owner shall be a Member of the Association and each Lot shall have one vote. All joint owners of a Lot shall be entitled to one collective Membership for that Lot, in which they shall each have the same type of partial Member ship interest as their tenancy or estate in the Lot. Every Lot Owner upon acquiring title to the Lot shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Lot ceases for any reason, at which time his Membership in the Association shall automatically cease.

Section 4.2. Membership List. The Association shall maintain a current Membership list showing the Membership pertaining to each Lot and the person designated to receive notices and cast the one vote pertaining to such Lot.

Section 4.3. Annual Meeting. The Annual Meeting of the Members shall be held in the month of June of each year, at such date, time and place as the Board of Directors shall designate by written notice, for the purpose of election of Directors and for the transaction of such other business as may come before the meeting.

Section 4.4. Special Meetings. Special meetings of the Members may be called at any time by the President, by the Board of Directors, or by petition to the Board of Directors signed by at least one-third (33.33%) of the Members in good standing; said petition to set forth specifically the purpose of the meeting, the date, time and place thereof, and the Lot owned by each signer of

the petition.

Section 4.5. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4.6 Quorum. Except as specifically provided below, any number of Members in good standing present shall constitute a quorum for the transaction of business for any meeting of the Association. The affirmative vote of the majority of the Members present at the meeting and entitled to vote on the subject matter shall be the act of all the Members unless the vote of a greater number of Members is required by the Articles, these Bylaws or by law. If the purpose of the meeting of the Members is to: (a) amend these Bylaws; (b) approve a capital improvement not included in the annual budget and the cost of said capital improvement is greater than one-third of the total annual budget; or (c) approve any other expenditure in excess of fifty percent of the annual budget, then one-third of the Members in good standing shall constitute a quorum.

Section 4.7. Proxies/Written Consent. Voting by proxy shall not be permitted. Any action requiring the vote of one-third of the membership to be taken at any meeting of Members may be voted upon without attending a meeting by a Member's fully executed consent form delivered to the Secretary of the Association in person or by US Mail at least forty-eight (48) hours prior to the meeting. This consent form shall be delivered to each Member along with the meeting notice not less than seven (7) days prior to the meeting. The delivery of this consent form shall count toward the one-third quorum requirement.

Section 4.8. Vote of Lot Owner in Default. No Lot Owner may vote at a meeting of the Association if the Member is not a Member in good standing.

ARTICLE V Associate Membership

Section 5.1. Membership. Associate Membership is available to dwelling owners in the areas immediately surrounding Platten's Indian Trails Subdivisions Nos. 1 and 2, and in addition the dwelling must be within the triangular area bounded by State Highway 29, County Highway J and County Highway FF. Associate Members may partake in the activities sponsored by the Association and are entitled to the use and enjoyment of the Outlots.

Section 5.2. Dues. Associate Members must pay dues as prescribed by the Board of Directors, however, associate Membership is strictly voluntary.

Section 5.3. Directorship. Associate Members may not become Directors of the

Association.

Section 5.4. Vote. Associate Members have no vote in matters of the Association, however, they may speak and express opinions at the annual Membership meeting and other meetings to which they may be invited to attend.

ARTICLE VI Board of Directors

Section 6.1. Number. The business of the Association shall be controlled by a Board of Directors, of at least four (4), but not more than seven (7), Members of this Association. Not less than four (4) Members shall be selected by a nominating committee established by the Board of Directors and presented to the Members for election at each annual meeting. The nominating committee shall be made up of three (3) Members selected by the Board of Directors who may select Members of the Board of Directors. Each Member in good standing is eligible to be elected a director/officer of the Association at the annual meeting of Members. However, a majority of Directors must own a Lot in either Indian Trails No. 1 or Indian Trails No. 2 subdivisions.

Section 6.2. Term of Office. Each Director so elected shall serve for a term of one year or until his successor has been elected or until his death, resignation or removal. A Director may be removed from office by affirmative vote of a majority of Members entitled to vote for the election of such Director, taken at a meeting of members called for that purpose. A Director may resign at any time by filing his written resignation with the Secretary of the Corporation. Members may serve any number of consecutive or non-consecutive terms.

Section 6.3. Vacancy. In the event of the death, resignation or removal of a Director, his successor may be selected by the remaining members of the Board to serve the unexpired term of his predecessor.

Section 6.4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6.5. Advisor. The newly elected Board of Directors shall appoint, within thirty days, an advisor from the previous Board of Directors for the purpose of a more efficient transition of the Board. This advisor shall remain in his capacity for one year.

If a previous Board member is re-elected to the new Board of Directors at the annual meeting, this appointment becomes unnecessary.

ARTICLE VII Meeting of Directors

Section 7.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Meetings are held whenever called by the President, or by the action of a majority of the directors.

Section 7.2. Quorum. A majority of the Directors shall constitute a quorum. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE VIII Property Rights and Rights of Enjoyment of Common Property

Section 8.1. Meeting Attendance. Each Member in good standing is encouraged to attend the annual meeting of Members.

Section 8.2. Use of Outlets. Each Member in good standing shall be entitled to the use and enjoyment of the Outlots, which are not dedicated in said subdivisions for the use of the general public, but are dedicated to the common use, maintenance and enjoyment of the Members.

ARTICLE IX Powers and Duties of Directors

Section 9.1. Powers. The Board of Directors shall have general charge, supervision and control of the business and affairs of the Association, and shall make all rules and regulations not inconsistent with law, the Articles or with these Bylaws, for the management of the association and guidance of the Members and generally exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Articles and the laws of the State of Wisconsin and not specifically reserved to this Membership by other provisions of these Bylaws, the Articles, or the laws of the State of Wisconsin.

Section 9.2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a record of its acts and corporate affairs;
- (b) supervise all officers and agents of the Association, and to see that their duties are properly performed;

(c) prepare and adopt an annual budget for the upcoming fiscal year for consideration by the Members at the annual meeting of Members:

(i.) the budget as adopted by the Board of Directors shall contain the anticipated expenditures and reserve requirements for the following fiscal year;

(ii) the budget as adopted by the Board of Directors shall be available for review at the annual meeting;

(iii) upon adoption and approval of an annual budget by the Members entitled to vote, the Board of Directors shall, at a special meeting called for this purpose, levy maintenance assessments against all of the Lots. The assessments so levied shall be equal in rate against each Lot;

(iv) the Board of Directors shall declare the assessments so levied due and payable by Members on a day certain and the Treasurer or Secretary shall notify the owner of every Lot so assessed of action taken by the Board of Directors, the amount of the assessment of each Lot owned by him and the date the assessment becomes due and payable. Such notice shall be mailed to the Lot Owner at his last know post office address by the Secretary by the United States mail postage prepaid;

(v) in the event the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors shall assess a late fee, in an amount determined by the Board of Directors, and shall provide notice thereof to the Lot Owner. If the assessment is not paid within sixty (60) days of said notice, the Board of Directors may file a claim for a lien against such Lot at any time within one year from the date of the last notice, or may take such other action, legal or otherwise, as it may deem appropriate. Dues or assessments not paid when due shall draw interest at the rate of twelve percent (12%) per annum until paid and the Lot Owner shall be responsible for all costs and expenses incurred by the Association in collection of the delinquent assessment, including attorney fees. No Member may waive or otherwise escape liability for the dues or assessments provided for herein by non-use of the common area or Outlots or abandonment of his Lot;

(vi) the Board of Directors shall levy assessments at the same rate as assessments levied for the preceding fiscal year in the event the Members fail to approve and adopt an annual budget as herein provided at the annual meeting of Members;

(vii) in the event any term of these Bylaws is deemed to be null and void for any reason, the applicable provisions of Wisconsin Statute §779.70 shall operate as the effective term with full force and effect.

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association.

ARTICLE X
Officers and their Duties

Section 10.1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors, and such other officers or assistant officers, as the Board may from time to time by resolution create.

Section 10.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 10.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed by the affirmative vote of the Board, or otherwise disqualified to serve.

Section 10.4. Duties of President. The President shall (1) preside over all meetings of the Association and of the Board of Directors; (2) call regular and special meetings of the Board of Directors; (3) perform all acts and duties usually performed by an executive and presiding officer; and (4) sign all papers of the Association as he may be authorized or directed to sign by the Board of Directors, provided, however, that the Board of Directors may authorize any person to sign any and all checks, contracts and other instruments in writing on behalf of the Association. The President shall perform such other duties as may be prescribed by the Board of Directors.

Section 10.5. Duties of Vice President. The Vice President shall perform the duties of the President in the absence or disability of the President. The Board of Directors may then declare the office of the Vice President vacant and select a successor or they may not select a successor, at their option.

Section 10.6. Duties of Secretary. The Secretary shall keep a complete record of all meetings of the Association and the Board of Directors, and shall have general charge and supervision of the non-financial records of the Association. He shall give all notices required by law and by these Bylaws and shall make a full report of all matters and business pertaining to his office at the annual meeting. He shall keep current the listing of Membership and complete Membership records. He shall make all reports required by law, except financial reports and tax filings, and shall perform such other duties required of him by the Board of Directors. On the election of his successor, the Secretary shall turn over to him all records and other property belonging to the Association that may be in his possession.

Section 10.7. Duties of Treasurer. The Treasurer shall collect and deposit all dues and other revenues of the Association, and pay all bills and debts of the Association as prescribed by the Board of Directors. He shall keep the financial books and records of the Association and turn these books over to an independent auditor, prescribed by the board, two times per year; once at mid year and once prior to the annual Membership meeting such that the auditor can make his report at the annual Membership meeting. He

shall make all financial reports and tax filings as required by law. He shall perform such other duties with respect to finances of the Association as prescribed by the Board of Directors. On the election of a successor, the Treasurer shall turn over to him all financial books and records belonging to the Association that may be in his possession.

ARTICLE XI Committees

The Board of Directors may create and appoint Members to one or more committees with such purposes, restrictions and limitations as the Board shall specify. Each committee shall, unless otherwise provided by the Board, serve at the pleasure of the Board. Subject to any limitations, restrictions and rules imposed by the Board, each committee shall fix its own rules governing the conduct of its activities and shall make such reports of its activities to the Board as the Board may request. Associate Members may serve on committees of the Association.

ARTICLE XII Amendments

Section 12.1. Amendment. These Bylaws may be amended at any meeting of Members by the vote of a majority of one-third of the Members in good standing present plus any written consents properly submitted to the Secretary prior to the meeting per Paragraph 4.7.

Section 12.2. Conflict. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

ARTICLE XIII Rules and Regulations of Association

Section 13.1. Rules and Regulations. The Association, through the Board, shall from time to time adopt rules and regulations, including rules and regulations governing Outlots and the use thereof by Lot Owners and their respective tenants, guests and other occupants or users of the Property. Such rules and regulations of the Association shall be designed to facilitate and encourage the peaceful and harmonious use and enjoyment of the respective Lots and the Lot Owners for the benefit of a majority of the Lot Owners, and to further preserve the property value of the Lots and Outlots, all as the Board of Directors in its discretion may determine.

Section 13.2. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XIV
Miscellaneous

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of each year.

Section 14.2. Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a Director or Officer of the Association if such person exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used in the circumstances in the conduct of his own affairs, or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

Section 14.3. Indemnification of Officers and Directors. Every person who is or was a Director or an Officer of the Association, together with the heirs, executors, and administrators of such person shall be entitled to indemnification as provided in Chapter 181 of the Wisconsin Statutes.

ARTICLE XV
Building and Use Restrictions

Section 15.1. Application. All Lots are considered as single family residential. Any new construction or remodeling of the exterior of any existing structures shall be subject to the restrictions set forth in the following Section 15.2.

Section 15.2. Restrictions on Lots. The restrictive covenants for the subdivisions are as follows:

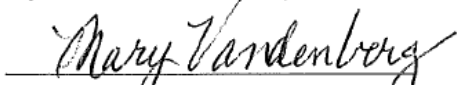
- (a) No building erected elsewhere shall be moved onto any Lot or Lots.
- (b) No temporary structures of any kind will be permitted for dwelling purposes.
- (c) No residence shall be erected on a Lot or Lots until a copy of the final plans and specifications showing the nature, size, kind, shape, height, materials, location, grade, and plot plan indicating position of any walks, drives, patios, retaining walls and grade of any structure be first submitted to and approved in writing by the Board of Directors, or by such person or persons as the Board of Directors may delegate, provided however, that when a residence is completed, it shall be conclusively presumed that this covenant has been complied with.

- (d) All dwellings shall be completed within one year after the beginning of construction and every structure shall have a permanent finish on the exterior within six months after start of construction.
- (e) No residence shall be constructed on less than one Lot.
- (f) Setbacks shall not be less than established on the plat from which the Lot was created.
- (g) The land on the rear of all Lots and sides of Lots within the area occupied by the utility easements must be graded and maintained by the property owner to provide for the proper drainage of storm water.
- (h) Easements are reserved as designated on the plat for utility installation and maintenance.
- (i) No building shall be constructed for other than residential use, nor any dwelling for duplex or multi-family use shall be constructed.
- (j) Every house shall have a foundation below the frost line.
- (k) Where rear lot lines do not abut, easements are hereby provided to cross such property lines with overhead electric and telephone service wires.
- (l) Raising, rearing and keeping of any livestock on any Lot is prohibited.
- (m) The owner of each Lot shall grade the property abutting the street to conform to the adopted sidewalk grade elevation and shall maintain that grade elevation for existing sidewalks or future sidewalks.
- (n) No construction or filling, other than road construction and normal maintenance of Indian Trail and Seminole Trail shall be allowed in the drainage easement flood plain.
- (o) The areas described as Outlot 1, Outlot 2, Outlot 3 and Outlot 4 in Subdivision #2 is hereby designated as drainage easement - flood plain.

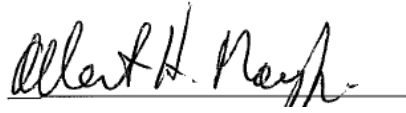
IN WITNESS WHEREOF, we, being all of the Directors of Indian Trails Association, Inc. have hereunto set our hands by this 8th day of May, 2018.



• President Gary Rudd



• Treasurer Mary Vandenberg



* Vice President Albert Magnuson



* Secretary Cynthia Rudd