



UNION COUNTY  
SOUTH DAKOTA

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*Jana Toff*  
*Dunham*

**This Document Prepared By:**  
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**Sioux Falls, SD 57104**  
**605-339-9400**

**FOURTH AMENDED DECLARATION OF RESTRICTIONS AND COVENANTS  
 TO RUN WITH THE LAND**

**PART "A"**

**PREAMBLE**

THIS INDENTURE, made the 22<sup>nd</sup> day of November, 2005, by Elk Point Investments, L.L.P. (hereinafter referred to as "Developer"), with its principal office located in Sioux Falls, South Dakota, being fully qualified and chartered to do business in the state of South Dakota.

WHEREAS, Developer is the owner of certain real property located within Union County, South Dakota, and described as follows:

Lots 1 through 5, Block 1; Lots 1 through 20, Block 2; Lots 46 through 53, Lots 54A, 55A, 56A, 57A, 58A, and Lots 94-98, Block 4; Lots 1 through 18, Lots 57A, 58A, 59A, 60A, 61A, 62A, 64A, 65A, 66A, 67A, 67B, 67C, 67D, 67E, and Lots 68 through 80, Block 5; Lots 1 and 2, Block 6; Lots 1 through 5, Block 7; Lots 1 through 11, Block 8; and Lots 1 through 20, Block 9; Country Club Estates to the City of Elk Point, South Dakota; and

Lots 1-4, Block 1, Wellington Estates Addition to the City of Elk Point, Union County, South Dakota

WHEREAS, Developer intends to develop and improve said land and offer for sale the lots as shown in said plat, and is desirous of subjecting all of said lots to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

**ARCHITECTURAL GUIDELINES  
COUNTRY CLUB ESTATES  
ELK POINT, SOUTH DAKOTA**

**Main Floor Square Footage Guidelines:**

Ranch	1,150 square feet
Split Foyer	1,150 square feet
1 1/2 Story	800+ square feet on main level
2 Story	800+ square feet on main level
Multi-Level	1,100 square feet on 2 levels

Roof pitch 6/12 or greater on most plans.

Two car attached garage, minimum.

Minimum 235 lbs. 3 or 4 tab multi-color shingles, no interlocking shingles.

Maximum 8" lap siding

Front of home must have all wood siding, or wood siding and brick, or minimum 100 square feet of brick with non-wood siding or hardboard. Lap siding must not exceed 8" in width for any side of house. Maximum 24" concrete basement exposed.

Lawn sheds to be sided with materials similar to house.

**Landscaping:**

A minimum of one tree in the front yard per 50' of frontage. Trees to be at least 1 1/2" in diameter, no box elder, cottonwood, Chinese elm, or poplar species.

Front yard to be completely landscaped within 2 years.

**Approval of Plans:**

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, heights, materials, floorplans, location and approximate cost of such structure shall have been submitted to and approved in writing by Developer.

**THIRD AMENDED DECLARATION OF RESTRICTIONS AND COVENANTS  
TO RUN WITH THE LAND**

**PART "A"**

**PREAMBLE**

THIS INDENTURE, made the 2nd day of January, 2002, by Elk Point Investments, L.L.P. (hereinafter referred to as "Developer"), with its principal office located in Sioux Falls, South Dakota, being fully qualified and chartered to do business in the state of South Dakota.

WHEREAS, Developer is the owner of certain real property located within Union County, South Dakota, and described as follows:

Lots 1 through 5, Block 1; Lots 1 through 20, Block 2; Lots 46 through 53, and Lots 54A, 55A, 56A, 57A, 58A, and 94, Block 4; Lots 1 through 18, Lots 57A, 58A, 59A, 60A, 61A, 62A, 64A, 65A, 66A, 67A, 67B, 67C, 67D, 67E, and Lots 68 through 80, Block 5; Lots 1 and 2, Block 6; Lots 1 through 5, Block 7; Lots 1 through 11, Block 8; and Lots 1 through 20, Block 9; Country Club Estates to the City of Elk Point, South Dakota

WHEREAS, Developer intends to develop and improve said land and offer for sale the lots as shown in said plat, and is desirous of subjecting all of said lots to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that Developer does hereby impose and charge lots and blocks of County Club Estates, an addition to the City of Elk Point, South Dakota, with certain exceptions, with the covenants, agreements, easements, restrictions, conditions and charges as hereinafter set forth, hereby specifying that said declarations constitute on all parties and all persons claiming under them, and for the benefit of the limitations upon all future owners in said Development, said restrictions and covenants being designed to keep said Development uniform and to insure that highest and best residential development of said property.

**PART "B"**

**EASEMENTS RESERVED**

Easements and rights of way for utility purposes, functions and surface water drainage are hereby expressly reserved to the Developer, its successors and assigns. Developer reserves an easement ten feet in width on either side of any lot line except lot lines that separate the lots from

a city street. Lot lines that separate lots from city streets shall have an easement ten feet wide starting immediately inside that lot line. Such easements may be used for the location of underground electric, communication cables, water lines, sewer lines, gas lines or other utilities as may be needed. The Owner of said easement reserves the right to excavate, contract, repair and maintain the lines, however the property must be repaired and returned as nearly as possible to its original condition.

The purchasers of Lots in Country Club Estates shall at their own cost and expenses keep and preserve the portion of the easement and right-of-way within their own property line at all times in a good condition of repair and maintenance and neither erect nor permit erection of any building or structure of any kind within said easements which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction and patrolling of any of the utility services located therein.

## PART "C"

### RESIDENTIAL AREA COVENANTS

C-1. Approval of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained nor shall any addition to or change or alteration herein be made until the plans and specifications showing the nature, kind, shape, heights, materials, floor plans, location and approximate cost of such structure shall have been submitted to and approved in writing by Developer, as provided for in paragraph C-3 below.

In the event said Developer fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

C-2. Committee. The Managing Partner of Developer together with their consultants shall constitute the Committee. The Committee shall perform those duties and functions as set forth in this Indenture.

C-3. Building Code and Zoning. Building locations, building construction, landscaping and any and all other improvements made to lots located within this development must conform to ordinances of the City of Elk Point, South Dakota, as amended, as minimum standards.

C-4. Outbuildings. Suitable or necessary outbuildings to serve the principal structure may be permanently constructed, but must conform in exterior appearance and design to the principal structure on the lot. All dwellings or structures shall be placed on a solid permanent foundation.

C-9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

C-10. Nuisances. No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot in said Development, 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 property therein.

C-11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage or other waste shall not be kept except in sanitary containers.

C-12. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than eight square feet advertising a residence for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. On vacant lots, no signs shall be over five square feet.

C-13. Vacant Lots. Owners of vacant lots must keep them neat and clean in appearance and must maintain them by mowing at least twice a year. Upon failure to do this, and after a three day notice is given, Developer may perform such maintenance as necessary and bill the lot owner for the expense incurred.

C-14. Tree Planting. No box elder, cottonwood, Chinese elm, or poplar trees shall be planted on any lot in this Development.

C-15. No exterior television or radio antenna of any sort, and no satellite receiving stations (discs) over 18" in diameter, shall be permitted on any Lot.

C-16. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. These vehicles must have current licenses and be in operable condition. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for construction of residential dwellings during their period of construction.

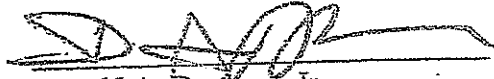
## **PART "D"**

### **GENERAL PROVISIONS**

D-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 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods

Dated the year and date first above written.

Elk Point Investments, L.L.P.



Donald A. Dunham, Jr.  
Authorized Partner

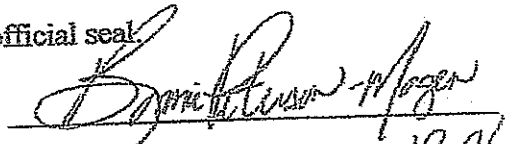
STATE OF SOUTH DAKOTA)

:SS

COUNTY OF MINNEHAHA)

On this 2nd day of January, 2002, before me, the undersigned officer, personally appeared Donald A. Dunham, Jr. who acknowledged himself to be the Authorized Partner of Elk Point Investments, L.L.P., a limited liability partnership, and that he, as such Authorized Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Authorized Partner.

In Witness Whereof, I hereunto set my hand and official seal

  
My Commission Expires: 10-19-06