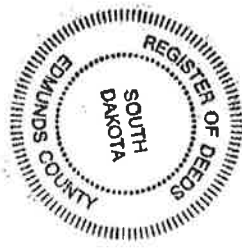


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Prepared by:
Vaughn P. Beck
Attorney at Law
PO Box 326
Ipswich, SD 57451
605-426-6319

REGISTER OF DEEDS
Edmunds County, South Dakota
Filed for record this 17th day
of June, 2005
at 2:25 o'clock P.m and recorded
in Book 40 Misc.
Page 73
Edward J. Dood by Kathy Braun
Register of Deeds Deputy
#14⁰⁰ RECEPTION NUMERICAL
GRANTOR GRANTEE COMPARED

RESTRICTIVE COVENANTS

Rural Dakota Development, LLC, being owners of property described as:

Lots 1 through 28, inclusive, in Golf View Subdivision in the Southwest Quarter (SW¼) of Section 21, Township 123 North, Range 68 West of the 5th P.M., Edmunds County, South Dakota;

hereby place the following restrictive covenants upon said property:

1. No single-wide mobile homes shall be permitted anywhere on or about the hereinbefore described property;
2. Mobile homes or modular homes shall not be permitted anywhere on or about the hereinbefore-described property; unless the same have a permanent foundation. A permanent foundation for purposes of these restrictive covenants is defined as a foundation beneath the home and on the sides of the home, made from a concrete or masonry type material and shall be used as part of the structure in place of the normal Styrofoam or metal type skirting commonly used with such homes.
3. All homes, which shall be built or moved on or about the property hereinbefore described, shall contain an attached garage, which shall consist of no less than two-vehicle stalls.
4. Any homes purchased from the State of South Dakota, commonly referred to as the "Governor's House", and any other home shall only be allowed on the condition that said structure contains no less than 900 square feet of living quarters on the main level of the structure and shall contain a permanent foundation as is defined and applied in paragraph no. 2 hereinbefore.
5. Any future property owner of the property described hereinbefore desiring to move or relocate an older home on or about the property shall only be allowed to do so should the home proposed on or about the property contain no less than 900 square feet of living quarters on or about its main level, and said owner receive permission from Rural Dakota Development, LLC, and a majority of the lot owners of the property hereinbefore described, prior to being given permission to move said house onto the property (upon sale of all lots by Rural Dakota Development, LLC, only a majority of the lot owners will be necessary).

6. Any owner desiring to move any other non-residential structure on or about the property shall seek approval from Rural Dakota Development, LLC, and from a majority of the lot owners of the property described herein prior to being given permission to move said non-residential structure onto the property (upon sale of all lots by Rural Dakota Development, LLC, only a majority of the lot owners will be necessary).
7. No sheds, garages, or accessory buildings shall be allowed to be constructed on or about the property described hereinbefore, except that such structures may be constructed after the main residence is completed and location of said shed, garage or accessory building is located toward the rear portion of said lot and shall not contain a sidewall higher than 16 feet.
8. The property described herein has been developed for residential homes only and use of lots located on the property described herein for any type of commercial, agriculture or activity other than single-family residential use shall not be permitted. Home occupations, such as daycare or a professional type occupation, may be allowed provided that there are no signs advertising said business located anywhere on or about the property, and the use of the home for such home occupation shall not interfere with the quiet enjoyment of surrounding property owners and shall not create a problem with parking or travel on or about the property described hereinbefore.
9. Each of the lots located on the property described herein shall not be sub-divided by a future owner of said lots.
10. Any future owners desiring to construct apartments, duplexes, condominiums, or the like, shall be allowed to do so; however, there shall not be allowed more than two apartments, duplexes or condominiums per lot.
11. All homes and any other structures permitted on the property described herein shall have a front footage setback of no less than 40 feet.
12. Upon construction of a home within the property described hereinbefore, the property owner shall install a yard light. Said light shall be specified by Rural Dakota Development as to the type of light and the setback requirement for location of the same. The light will be installed, maintained and billed monthly to the owner by FEM Electric Association, Inc. or its successor.
13. All driveways placed from the lot to the roadway shall contain a culvert with concrete flared ends.
14. All septic systems installed on the property described hereinbefore shall be installed by a contractor licensed by the State of South Dakota to do such work and the same shall be installed in accordance with all local, state, and federal laws.
15. Any other structures proposed to be built on or about the property described hereinbefore, disallowed by these covenants, may be permitted on the condition that the individual or organization proposing to construct said alternate structures or non-permitted structures as hereinbefore described, may be allowed to construct, move in, or place said structures hereinbefore denied, upon said property upon obtaining written consent of Rural Dakota Development, LLC, and a majority of each individual lot owner of the property

hereinbefore stated (upon sale of all lots by Rural Dakota Development, LLC, only a majority of the lot owners will be necessary).

Dated this 14th day of June, 2005.

Rural Dakota Development, LLC

By: *Paul A. Erickson*
Its Manager

STATE OF SOUTH DAKOTA :
County of Edmunds :ss.

On this the 14th day of June, 2005, before me the undersigned officer, personally appeared, Paul A. Erickson who acknowledged himself to be the Manager of Rural Dakota Development, LLC, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

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

(Notary Seal)

My Commission Expires: 8-18-10

Elizabeth Morrow
Notary Public, South Dakota