

RIVER RANCH HOMEOWNERS ASSOCIATION

ARTICLES of ASSOCIATION

BYLAWS

DECLARATION of RESTRICTIONS & COVENANTS TO RUN WITH THE LAND (Including Amendments 1 & 2)

Distributed May 2012

Articles of Association

For organizing an association to perform any lawful activities of the River Ranch Addition, the undersigned enter into the following Articles of Association:

FIRST. The title of this unincorporated association shall be **River Ranch Homeowners Association.**

SECOND. The members of the association are the lot owners of the River Ranch Addition located in the town of Oacoma, in the County of Lyman, and State of South Dakota.

THIRD. The general duties and responsibilities of the association are:

- to enforce the covenants of the River Ranch Addition as detailed in the attached "Revised and Final Declaration of Restrictions and Covenants to Run with the Land," and amendments, thereof;
- to amend the "Declaration of Restrictions and Covenants to Run with the Land" as is deemed necessary, acknowledged by a majority vote of the Association's members;
- to maintain common green areas and public streets to preserve the appearance and function of the development; and
- to maintain legal protection for all its residents in case of injury on common areas, on public streets, and for enforcement of the duties and responsibilities of the association.

The association may not expand or alter its business beyond that stated in this article without a quorum present at a meeting and a simple majority vote of the attending members.

FOURTH. The Board of Directors of this Association shall consist of not less than three lot owners. The exact number is to be fixed and determined from time to time by resolution of a quorum attendance at any annual or special meeting and a simple majority vote of the attending members.

Any vacancy in the Board of Directors may be filled by action of a majority of the remaining directors between annual meetings. The Board may not increase the number of directors between meetings of members.

Directors shall be elected for a maximum term of three years in a six-year period, at which time successors must be elected and qualified. Terms of each officer position, including terms of officers selected to fill vacancies, shall expire at the next annual meeting where directors are elected, unless they resign, or are removed from office.

Officers will generally move through the positions, starting with Treasurer, then Secretary, and finally, Chairperson/President. After they hold the office of Chairperson/President, they will be dismissed from the Board of Directors for at least 3 years.

FIFTH. There shall be an annual meeting of the members to elect directors and transact whatever other business may be brought before the meeting. Meetings may be held at a member's residence or any other convenient place the board of directors may designate, on the day of each year specified therefore in the Bylaws. If no election is held on the day fixed, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by members representing a majority vote. In all cases at least 30 days advance notice of the meeting shall be given to the members by phone, email, or first class mail.

In all elections of directors, each lot owner of record shall be entitled to cast one vote. Joint or common owners of a lot shall cast a single joint vote per candidate. Cumulating of votes (to cast all of a person's votes for any one candidate or to cast their total number of votes in any proportion) and proxies shall not be permitted.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any member entitled to vote for election of directors at the time of the annual meeting. No bylaw may unreasonably restrict the nomination of officers by members.

A director may resign at any time by delivering written notice to the Board, its Chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by members at a meeting called to remove him or her, when notice of the meeting states that the purpose or one of the purposes is to remove him or her, if there is a failure to fulfill one of the affirmative requirements for qualification.

SIXTH. The number of lot owners that must be present for annual and special meetings to legally transact business (a quorum) shall consist of one-half or more of the lot owners. A simple majority of the attending members shall carry a vote.

SEVENTH. The annual amount of dues of this Association shall be specified in the Bylaws. Dues are intended to cover liability insurance premiums, miscellaneous office expenses, and other items mutually agreed upon by the Association's members. No part of the dues shall inure to the benefit of, or be distributed to its members, officers, or any other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Three. No substantial part of the activities of the organization shall include the carrying on of propaganda, or otherwise attempting to influence legislation or the intervention in or participation in any political campaign on behalf of or in opposition to any candidate for public office.

It is the intent of this organization to only request dues to meet necessary annual expenses. In the event of dissolution of the organization and if any assets remain, assets shall be distributed for one or more exempt purposes

within the meaning of section 501(c)(3) of the Internal Revenue code, or the corresponding section of any future federal tax code.

EIGHTH. The members initially vote for three officers of the Board. Thereafter, on an annual basis, the board members typically move up through the positions starting with Treasurer, then Secretary, then Chairperson/President. Exceptions to this policy may apply according to the Bylaws. The members may elect other officers as may be required to transact the business of this association.

The Board of Directors shall have the power to:

- (1) Define the duties of the officers of the Association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers and agents of the Association.
- (3) Dismiss officers.
- (4) Manage and administer the business and affairs of the Association.
- (5) Adopt initial Bylaws for managing the business and regulating the affairs of the Association that are not inconsistent with law or the Articles of Association.
- (6) Amend or repeal the Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to members.
- (7) Make contracts.
- (8) Generally perform all acts that are legal for a Board of Directors to perform.

NINTH. The existence of this Association shall continue until termination according to the laws of the United States.

TENTH. The Board of Directors of this association may call a special meeting of members at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by all members, if it determines that an emergency exists, a notice of the time, place, and purpose of every annual and special meeting of the members shall be given by phone, email or first-class mail, at least 10, and no more than 60, days prior to the date of the meeting to each member of record at his/her address as shown upon the books of this Association. Unless otherwise provided by the Bylaws or these Articles, any action requiring a majority vote of its members, must be effected at an annual meeting or a special meeting. Exceptions apply to holding a meeting if all members unanimously sign their consent (1) for a written waiver of any notice, in lieu of a special meeting, and (2) to accept an attached document, with the "Consent of Members" resolution.

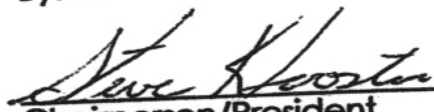
ELEVENTH. These Articles of Association may be amended at any regular or special meeting with a quorum of the members present and a simple


majority vote of the attending members. Exceptions apply to holding a meeting if all members unanimously sign their consent (1) for a written waiver of any notice, in lieu of a special meeting, and (2) to accept the amendment, with the "Consent of Members" resolution.

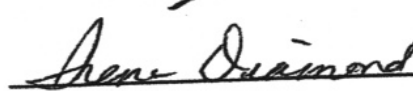
Amendments shall go into effect immediately upon adoption.

These articles shall carry an effective date of September 15, 2006 and are incorporated into and unanimously adopted by the Association in the attached resolution titled "Consent of Members in Lieu of a Special Meeting." In witness whereof, we have hereunto set our hands:

By: RIVER RANCH HOMEOWNERS ASSOCIATION, BOARD OF DIRECTORS:

 Date: 8-28-2006
Chairperson/President

 Date: 8-31-06
Secretary

 Date: 8/31/06
Treasurer

RIVER RANCH HOMEOWNERS ASSOCIATION

BYLAWS

Article I. DUES

Dues shall be determined and assessed, based on need, at the annual Association meeting. Such dues will be payable within 30 days of the assessment date.

Article II. OFFICERS, BOARD OF DIRECTORS, AND THEIR DUTIES

Officer positions are:

- Chairperson/President
- Secretary
- Treasurer

The Board of Directors will generally move through the positions starting with Treasurer, then Secretary, and finally, as Chairperson/President, and then be dismissed from the Board, in accordance with the requirement that Directors only serve a maximum term of three years in a six-year period. A member will be selected each year at the annual meeting for at least one officer position. The term of office for each officer and the committee chairs will generally be from one annual meeting to the next annual meeting, unless unfinished business demands a second year term.

Section 1. The duties of the Chairperson/President shall be to:

- a. Call any additional meetings.
- b. Preside over all meetings.
- c. Represent the organization as needed on and off the River Ranch Addition.

Section 2. The duties of the Secretary shall be to:

- a. Record minutes of each group meeting.
- b. Provide and read prior meeting minutes as needed.
- b. Conduct any major correspondence concerning the group as a whole.
- c. Turn in all minutes for re-issue to the new Secretary when required.

Section 3. The duties of the Treasurer shall be to:

- a. Keep a record of all financial documents and submit all financial records to the members at the annual meeting, or the other officers as needed.
- b. Reconcile the monthly bank statement.
- c. Sign all financial documents.
- d. Maintain a tax-exempt status for the organization (including any filing requirements).
- e. Turn in all financial records for re-issue to the new Treasurer when required.

Section 4. All members of the organization shall be able to hold office, and/or serve on a committee of their choice as long as they are elected and qualified.

Article III. COMMITTEES

The committees of the Association will be formed as the need arises. Currently, there are two committees;

- Insurance committee--to determine liability insurance needs for the Association and to obtain the necessary insurance at the cost of the Association, and
- Irrigation Permit Study--to determine the possibility of an irrigation permit and the associated costs for lot owners desiring use of river water.

Article IV. ANNUAL MEETINGS

Annual meetings are scheduled for the second weekend in August. A quorum is needed to legally transact business. A quorum exists when one-half or more of the lot owners are in attendance. Of those attending, a simple majority carries a vote.

Article V. ENFORCEMENT OF COVENANTS

Section 1.

In accordance with the "Revised and Final" Declaration of Restrictions and Covenants to Run with the Land, the section on "Residential Area Covenants," Item Seven (7), second paragraph says:

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, location and anticipated cost of such structure or structures shall have been submitted to and approved in writing by the committee. The Committee shall not unreasonably withhold its approval. The committee shall examine and review all such restrictions and limitations contained in this Declaration of Restrictions and Covenants to Run with the Land. In the event the committee fails to approve or disapprove such design and location within thirty days after such plans and specifications have been submitted to it, approval will not be required and the person desiring to make such change or erect such building or fence or wall shall be deemed to have obtained the approval required hereby. The committee shall have the power to regulate the color schemes and changes of color of a home. The initial color scheme shall be in earth tones.

Section 2.

Effective with the formation of the River Ranch Homeowners Association, the word "committee" used in Section 1 above and taken from the first and second paragraphs of Item 7 of the Declaration of Restrictions and Covenants to Run with the Land, will be amended and understood to be the Board of Directors of the River Ranch Homeowner's Association. Items of major importance or disagreements amongst the Board of Directors will require a quorum of Association members voting on telephone calls and/or emails, or a special meeting, and a simple majority vote of its members in attendance, to determine approval or disapproval.

Section 3.

In accordance with the "Revised and Final" Declaration of Restrictions and Covenants to Run with the Land, the section on "Enforcement, Item 5 says:

If the owners of any of the lots to which these covenants apply, or their heirs, assigns or successors in interest shall violate any of the covenants herein set out, it shall be lawful for any person or corporation owning real property in the River Ranch Addition to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, either to prevent him from doing so or recover damages for such violation or both.

Section 4.

Effective with the formation of the River Ranch Homeowners Association, the River Ranch Homeowners Association may also prosecute any proceedings at law or in equity against the person or persons violating any such covenants, either to prevent him from doing so or recover damages for such violation or both.

Article VI. MAINTENANCE OF COMMON GREEN AREAS AND PUBLIC STREETS

Section 1.

Each lot owner is responsible for mowing and general maintenance of their lot up to their respective public street.

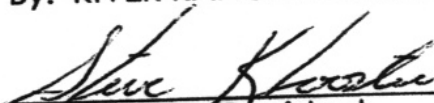
Section 2.

Public street maintenance, labor, and cost will be the responsibility of all the lot owners residing on each particular street, unless the City maintains the street.

Article VII. AMENDMENTS

These Bylaws may be amended at any regular or special meeting with a quorum of the members present and a simple majority vote of the attending members. Amendments shall go into effect immediately upon adoption.

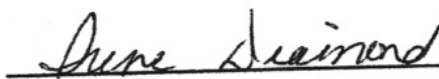
By: RIVER RANCH HOMEOWNERS ASSOCIATION, BOARD OF DIRECTORS:


Chairperson/President

Date: 8-28-2006


Secretary

Date: 8-31-06


Treasurer

Date: 8/31/06

DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

AMENDMENT NO. ONE

BY
THE RIVER RANCH HOMEOWNERS ASSOCIATION

ARTICLE I PREAMBLE

Adoption and effective date of amendment. This amendment of the DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND, is adopted to reflect certain provisions elected by a majority vote of the River Ranch Homeowners Association. Except as otherwise provided, this amendment shall be effective as of September 15, 2006.

Supersession of inconsistent provisions. This amendment shall supersede the provisions of the "Revised and Final" DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND to the extent those provisions are inconsistent with the provisions of this amendment.

ARTICLE TWO RESIDENTIAL AREA COVENANTS 2. STYLE AND NATURE OF BUILDINGS B. Building Setbacks

B. Building Setbacks. No home (residence) building or any part thereof, including garages or porches shall be erected on any lot closer than 30 feet to the front street or closer than 12 feet to either side lot line, or closer than 30 feet to any rear lot line. Where more than one lot is acquired for a single building site, the side lot line shall refer only to the lot lines bordering the adjoining property owners. If property owners build an unattached (nonresidential) outbuilding, refer to the setback restrictions below, under Article Three, Item #3, "B. Temporary Structures."

**ARTICLE THREE
RESIDENTIAL AREA COVENANTS**

3. PROHIBITED ACTIVITIES

B. Temporary Structures

B. Temporary Structures. No trailer, tent, shack, barn, temporary building, or guest house shall be erected at any time or used as a residence either temporarily or permanently. Certain outbuildings are allowed on the properties, provided:

- a. the outbuilding has the same shingles and siding as the home (residential) building,
- b. the roof of the outbuilding has a similar pitched-roof as does the member's home (residential) building (no flat roof),
- c. the minimum size of the outbuilding is 100 square feet,
- d. the maximum size of the outbuilding is 220 square feet,
- e. the outbuilding is constructed on a cement slab,
- f. the outbuilding has only one floor (not multiple levels),
- g. the outbuilding cannot be a pole-barn structure,
- h. with the Board's approval, the outbuilding may use the City of Oacoma's current restrictions for building setbacks instead of the setbacks as stated in "B. Building Setbacks" of the Declaration of Restrictions and Covenants to Run with the Land,
- i. the outbuilding does not interfere with the view of other homeowners of the River Ranch Homeowners Association, and,
- j. the member must obtain written approval from the Board of Directors of the River Ranch Homeowners Association, after submitting the outbuilding's drawings, dimensions, etc.

**ARTICLE FOUR
RESIDENTIAL AREA COVENANTS**

3. PROHIBITED ACTIVITIES

C. Business Uses

C. Business Uses. No business enterprises, with the exception of small in-home businesses without outside signage, shall be operated in or upon any of the lots that are subject to these covenants and restrictions.

3. PROHIBITED ACTIVITIES

H. Recreational Vehicles

H. The operation of off-road and recreational vehicles, are permitted on the lots, however, the operation of any such vehicles, shall be only with a noise reduction device and within the limitations prescribed by South Dakota Law.

**ARTICLE FIVE
RESIDENTIAL AREA COVENANTS**

7. Board of Directors To Approve Plans And Colors

7. Board of Directors to Approve Plans and Colors: The "Board of Directors of the River Ranch Homeowners Association", has replaced the term "committee" for purposes of this and other sections of the DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND. Owners of record of the lots in the River Ranch Addition to the Town of Oacoma, in Lyman

County, South Dakota, are required to become members of the River Ranch Homeowners Association. The Board shall annually be elected from its members and meetings shall be held, in accordance with the Association's Articles of Association and Bylaws. The owner of record of each lot in the subdivision shall be entitled to cast one vote for each of the candidates for said Board of Directors. Joint or common owners of a lot shall cast a single joint vote per candidate. Cumulating of votes shall not be permitted. The first such meeting shall be chaired by Henry C. Zeman, president of Country Homes, Inc., the developer of River Ranch Subdivision. Upon election of the first Chairperson/President, Secretary, and Treasurer, the Board of Directors is defined. The Chairperson/President shall assume office immediately and act as Chairperson for the balance of the meeting. The Chairperson shall serve notice of the next annual meeting of the Association's members thirty days in advance thereof.

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, location and anticipated cost of such structure or structures shall have been submitted to and approved in writing by the Board of Directors. The Board shall not unreasonably withhold its approval. The Board shall examine and review all such restrictions and limitations contained in this Declaration of Restrictions and Covenants to Run with the Land and its Amendment(s). In the event the Board fails to approve or disapprove such design and location within thirty days after such plans and specifications have been submitted to it, approval will not be required and the person desiring to make such change or erect such building or fence or wall shall be deemed to have obtained the approval required hereby. The Board shall have the power to regulate the color schemes and changes of color of a home. The initial color scheme shall be in earth tones.

If the Board cannot come to a unanimous decision on matters for which they are responsible, a Board member abstains from voting due to a conflict of interest, or if the Board determines an item is of major importance to the Association, a majority vote of the Association's members may be needed. The Articles of Association and its Bylaws determine the method used to obtain member approval or disapproval.

This amendment has been executed this 31st day of August, 2006.

RIVER RANCH HOMEOWNERS ASSOCIATION

By its Board of Directors listed below:


Steve Klooster, Chairperson/President


Jim Nielson, Secretary


Irene Diamond, Treasurer

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

AMENDMENT NO. TWO

BY

THE RIVER RANCH HOME OWNERS ASSOCIATION

ARTICLE I

PREAMBLE

Adoption and effective date of amendment. This amendment of the DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND, is adopted to reflect certain provisions elected by a majority vote of the River Ranch Homeowners Association. Except as otherwise provided, this amendment shall be effective as of October 29, 2011.

Supersession of inconsistent provisions. This amendment shall supersede the provisions of the "Revised and Final" DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND to the extent those provisions are inconsistent with the provisions of this amendment.

ARTICLE II
RESIDENTIAL AREA COVENANTS
1. LAND USE

- 1. LAND USE:** No lot may be subdivided or replatted for the purpose of adding new homes.

Adjacent Association landowners having a mutual desire to change the location of their common lot lines must submit to the Association Board of Directors, a written request (signed by both landowners) stating the reason for the change and a marked plat plan describing the change. A majority vote of approval by the Association's members will be required. Following approval by the Association, it is the responsibility of the landowners requesting the change to obtain city and county approvals and to pay for all record keeping and replatting expenses. Final revised plat plans must be submitted to the Association Board of Directors for distribution to the membership.

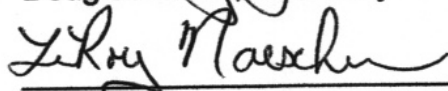
This amendment has been executed this 29 day of OCTOBER 2011

RIVER RANCH HOMEOWNERS ASSOCIATION

By its Board of Directors listed below:


Jarline Betts, Chair Person/President


Doug Johnson, Secretary


Leroy Naescher, Treasurer

Declaration of Restrictions and Covenants to Run with the Land

Country Homes, Inc., a South Dakota Corporation, Henry C. Zeman, President

to

Whom it May Concern

This Indenture made this 2nd day of JAN., 199⁸, by Country Homes, Inc. hereinafter referred to as "developer", the fee owner of River Ranch Addition to Lyman county, South Dakota, herein sometimes referred to as "the development, according to the recorded plat thereof.

WITNESSETH:

WHEREAS, SAID PLAT CONSISTS OF a Replat of Lots One (1) thru Eighteen (18), inclusive, Block One (1), River Ranch Addition to the Town of Oacoma, Lyman County, South Dakota. This plat vacates previously platted Lots One (1) thru Twelve (12), inclusive, and A1's Street, Block One (1), River Ranch addition to Lyman County, South Dakota. As recorded at the Lyman County Register of Deeds on Plat No. 114, Recorded on May 17, 1995.

WHEREAS, developer is desirous of subjecting all of the development to certain covenant, agreements, easements, restrictions, conditions and charges as hereinafter set forth:

NOW, THEREFORE, developer does hereby impose and charge Lots One (1) thru Fifteen (15) inclusive, Block One (1), River Ranch Addition to the Town of Oacoma, Lyman County, South Dakota with the covenants, agreements, easements restrictions, conditions and charges as hereinafter set forth, hereby specifying that all of said declarations shall constitute covenants to run with the land be binding on all parties and persons claiming under them, and these covenants shall apply to all structures and improvements added to the property described above subsequent to the recording of these covenants. Such covenants and restrictions are for the benefit of and are limitations upon all future owners of the said above described real property, said restrictions and covenants being designed to keep said real property uniform and to insure the highest and best residential use of said property. These covenants shall be binding upon all property described and shall include all structures placed on the above described premises from and after the date of recording of these covenants. These covenants are intended to replace any and all restrictive covenants that may have been previously imposed upon the land, which specifically includes those dated 5-24-95, and recorded 95-233.

Reservation of Easements

1. **Reservation.** Easements and right-of-way for utility, sewage and drainage purposes are hereby expressly reserved by developer, for its own use and the use of its successors and assigns, over, across and under the common areas and streets as shown on said plat, and upon and across any such area particularly described on the plat for utility easements or rights-of-way. Such easements and rights-of-way shall include the use for and placing of underground electric and communication cables, storm drainage, sanitary sewers, pipelines for supplying gas, water or heat, including mains, service pipes and equipment and drainage purposes, and all equipment appurtenant thereto. The developer reserves unto itself the right to grant any such necessary easements to any utilities or other person or persons to accomplish these purposes within the areas hereinabove described.
2. **Maintenance.** Each purchaser shall at its own cost and expense maintain, keep and preserve that portion of any easement and right-of-way within its own property in good condition and repair, and neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in anyway with the proper maintenance, use, operation, repair, reconstruction and patrolling of any of the utilities and services located therein.

Residential area Covenants

1. **Land use:** No lot may be subdivided, reduced in size or replatted to any tract smaller than the whole of the lot as presently platted.
2. **Style and Nature of Buildings:** No building shall be constructed, altered or permitted to remain on any lot other than a single family dwelling. No structure shall exceed two levels in height above the highest point on the lot that the surface of the earth contacts the structure. All external furnaces, air conditioners, heat pumps and other items or devices of like or similar nature shall be concealed from the public view by foliage or appropriate screening devices. Construction, once commenced on any lot, must be diligently and steadily pursued until completion. Each dwelling constructed shall conform to the following requirements:
 - A. **Minimum Size.** No single level structure shall be constructed with a fully enclosed floor area of less than 1,200 square feet, exclusive of garages

and open porches. No two level or higher structure shall be constructed with a fully enclosed surface level floor area of less than 900 square feet. For purposes of these restrictions, "surface level" is the first floor level that is entirely above the surface of the earth. Any floor level that is in whole or in part below the surface of and/or surrounded by earth shall not be considered a "surface level".

- B. **Building Setbacks.** No building or any part thereof, including garages or porches shall be erected on any lot closer than 30 feet to the front street or closer than 12 feet to either side lot line, or closer than 30 feet to any rear lot line. Where more than one lot is acquired for a single building site, the side lot line shall refer only to the lot lines bordering the adjoining property owners.
 - C. **Garages.** All areas designed for the storage and protection of automobiles shall be fully enclosed. No open carport shall be permitted.
 - D. **Minimum Construction Price.** The minimum construction price of a residential dwelling to be constructed on a lot shall be three times the original price paid for the lot or tract upon which the dwelling house is being constructed. The original price shall refer to the first sale of the lot following the filing of the plat of the addition. Minimum construction price shall include all landscaping, planting and site preparation costs.
 - E. **Changing the Grade.** Except as is immediately required for the construction of a particular dwelling, the grade of a lot shall not be altered or changed in any significant fashion.
 - F. **Construction on Site.** Unless approved by the committee as provided in paragraph seven below, all construction on the property covered by these covenants shall be constructed on the premises. Manufactured homes, mobile home, modular homes shall not be permitted.
3. **Prohibited Activities:** The following activities and structures are hereby prohibited:
- A. **Livestock and poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats may be kept provided that they are not kept, bred or maintained for any reason other than as household pets. No horses shall be kept or stabled on any of the lots.

- B. *Temporary structures.* No trailer, tent, shack, barn, temporary building, outbuilding or guest house shall be erected at any time or used as a residence either temporarily or permanently.
 - C. *Business uses.* No business enterprises shall be operated in or upon any of the lots that are subject to these covenants and restrictions. The operation of off road and recreational vehicles, in particular but not restricted to snowmobiles and motorcycles shall not be permitted on any of the lots subject to these covenants and restrictions. Operation of any such vehicle on roadways in the addition shall be only with a noise reduction device and within the limitations prescribed by South Dakota Law.
 - D. *Nuisances.* No actions or offensive trade or activity, as defined by law, shall be carried on upon any lot to which these restrictions apply, nor shall anything be done which may become an annoyance or nuisance, as defined by law.
 - E. *Vacant Lots.* Owners of vacant lots must keep and maintain those lots in a neat and clean appearance.
 - F. *Refuse and rubbish.* No lot shall be used or maintained as a dumping ground for rubbish or a storage area for any trash, garbage or other waste. Any such trash, garbage or other waste shall be kept within sanitary containers, and shall be stored either underground or within garages, or within a screened device for that purpose.
 - G. *Signs.* No signs shall be permitted other than small signs denoting the premise as "for sale".
- 4. *Utilities.* All utilities, no matter where and how installed shall be installed beneath the surface of the earth.
 - 5. *Enforcement.* If the owners of any of the lots to which these covenants apply, or their heirs, assigns or successors in interest shall violate any of the covenants herein set out, it shall be lawful for any person or corporation owning real property in the River Ranch Addition to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, either to prevent him from doing so or recover damages for such violation or both.

6. **Invalidity:** Invalidation of any one or more of these covenants by judgment or court order or any other reason shall in no way affect any of the other provisions, which shall remain in full force and effect.
7. **Committee to Approve Plans and Colors:** A committee of three lot owners shall annually be elected from the owners of record of lots in River Ranch Addition. Such meeting shall be held on the first Tuesday of August each year. The owner of record of each lot in the subdivision shall be entitled to cast one vote for each of the three candidates for said committee. Joint or common owners of a lot shall cast a single joint vote per candidate. Cumulating of votes shall not be permitted. The first such meeting shall be chaired by Henry C. Zeman, president of Country Homes, Inc., the developer of River Ranch Subdivision. Upon election of the first such committee, the three members thereof shall elect a president and secretary, and the president shall assume office immediately and act as chairperson for the balance of the meeting. The president shall serve notice of the next annual meeting on each of the then owners of lots thirty days in advance thereof.

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, location and anticipated cost of such structure or structures shall have been submitted to and approved in writing by the committee. The Committee shall not unreasonably withhold its approval. The committee shall examine and review all such restrictions and limitations contained in this Declaration of Restrictions and Covenants to Run with the Land. In the event the committee fails to approve or disapprove such design and location within thirty days after such plans and specifications have been submitted to it, approval will not be required and the person desiring to make such change or erect such building or fence or wall shall be deemed to have obtained the approval required hereby. The committee shall have the power to regulate the color schemes and changes of color of a home. The initial color scheme shall be in earth tones.

8. **Modification of Utility Easements:** All provisions pertaining to public utility installation and maintenance hereinbefore set forth shall operate except as they may be modified by written agreement between the developer and any purchaser of any lot. Additionally, any utility easement modification or addition that is beneficial to the area and requested by the utility company or the governing agency and not detrimental to adjacent property may be

agreed to by individual lot owners and the utility company or the governing agency. Any easements and rights-of-way existing prior to the filing of said plat shall continue, and the developer specifically reserves unto itself the right to negotiate with the holder of any such easement and right-of-way and to modify the same as may be deemed appropriate and for the general good of the developer and/or subsequent lot owners and the subdivision.

Dated this 2nd day of Jan, 1998.

COUNTRY HOMES, INC.

By: Henry C. Zeman
Henry C. Zeman, President

STATE OF SOUTH DAKOTA)
COUNTY OF LYMAN) :SS

On this the 2nd day of Jan, 1998, before me, the undersigned officer, personally appeared Henry C. Zeman, who acknowledged himself to be the President of Country Homes Inc., a South Dakota Corporation, 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 Country Homes, Inc. by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

[Signature]
Notary Public - South Dakota
My Commission Expires 12/31/99

Micro	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Grantor	<input type="checkbox"/>
Grantee	<input type="checkbox"/>
Transfer	<input type="checkbox"/>
General	<input checked="" type="checkbox"/>
Fees	<u>20.00</u>

FILED FOR RECORD	
STATE OF SOUTH DAKOTA	LYMAN COUNTY
2nd day of <u>Jan</u> , 199 <u>8</u> at <u>1:30 P.M.</u>	
RECORDED BY MICROFILM NO. <u>98-04</u>	
<u>Jan A. Brakke</u> REGISTER OF DEEDS	

by M. Jan Mertens, Deputy





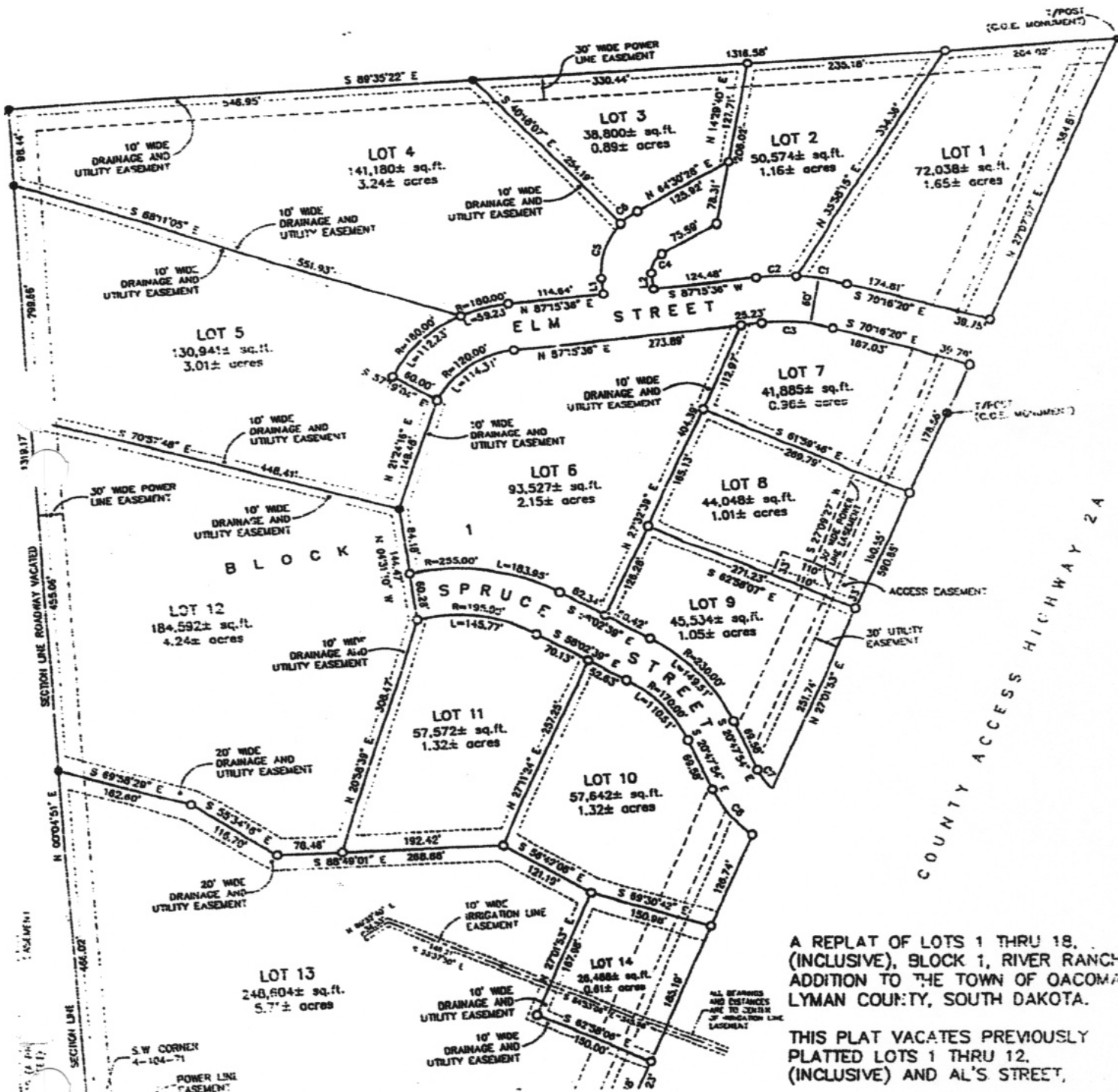
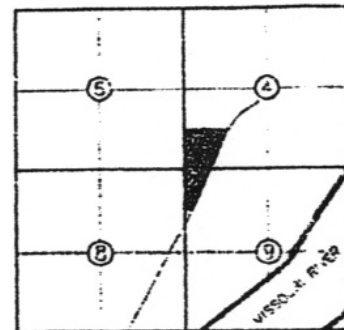
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGEND

- - EXISTING FOUND IRON MONUMENT
- - SET 5/8" X 16" REBAR WITH CAP NO. 1480
- 100' (P) - PLATTED BEARING OR DISTANCE
- 100' - MEASURED BEARING OR DISTANCE
- ⊠ - SET NAIL

PREPARED BY: ELLYNN A. NOLAN, R.P.E./R.L.S.
820 NORTH LAHLER - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7781



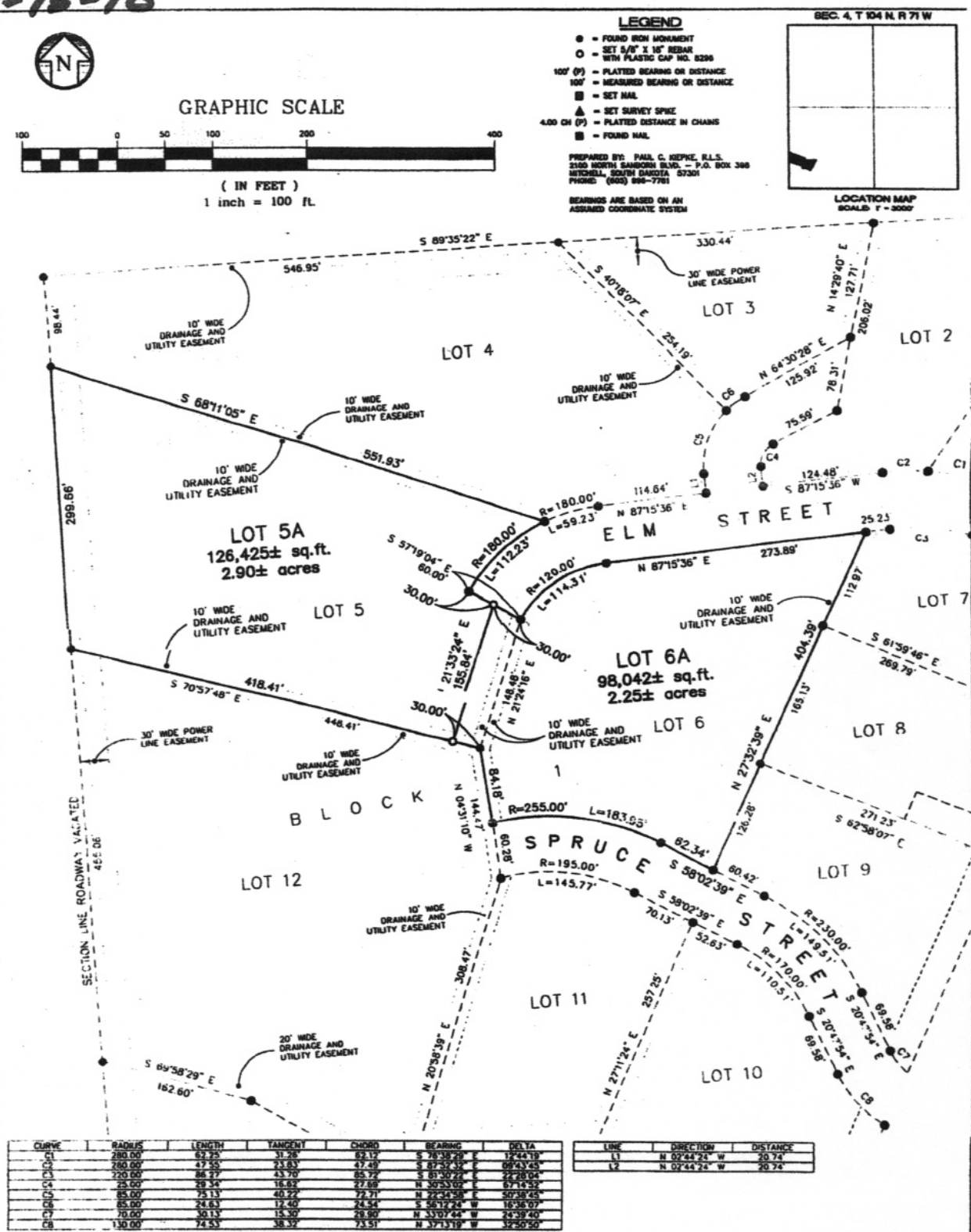
A REPLAT OF LOTS 1 THRU 18, (INCLUSIVE), BLOCK 1, RIVER RANCH ADDITION TO THE TOWN OF OACOMA, LYMAN COUNTY, SOUTH DAKOTA.

THIS PLAT VACATES PREVIOUSLY PLATTED LOTS 1 THRU 12, (INCLUSIVE) AND AL'S STREET,

LOTS 1 THROUGH 15 GOVERNED BY RIVER RANCH HOMEOWNERS ASSOCIATION, BUT OWNED BY PRIVATE HOMEOWNERS.

PUBLIC STREETS OPEN TO THE GENERAL PUBLIC;
(ELM STREET AND SPRUCE STREET ARE NOT MAINTAINED BY THE CITY OF OACOMA DUE TO DEVELOPMENT PROBLEMS).

After 9-12-10



A PLAT OF LOTS 5A AND 6A, A REPLAT OF PREVIOUSLY PLATTED LOTS 5 AND 6, ALL IN BLOCK 1, RIVER RANCH ADDITION TO THE TOWN OF OACOMA, LYMAN COUNTY, SOUTH DAKOTA.

THIS PLAT VACATES PREVIOUSLY PLATTED LOTS 5 AND 6, BLOCK 1, RIVER RANCH ADDITION TO THE TOWN OF OACOMA, LYMAN COUNTY, SOUTH DAKOTA. AS RECORDED AT THE LYMAN COUNTY REGISTER OF DEEDS ON FEBRUARY 11, 1997, UNDER MICROFILM NO. 97-96, PLAT NO. 125.

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015