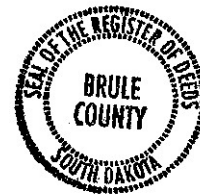


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Micro	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Grantor	<input checked="" type="checkbox"/>
Grantee	<input checked="" type="checkbox"/>
Transfer	<input checked="" type="checkbox"/>
Fees	18.00

FILED FOR RECORD	
STATE OF SOUTH DAKOTA	BRULE COUNTY
9 day of March 2005 at 1:00 P.M.	
RECORDED BY MICROFILM NO. 05-0164	
Elaine Reimer, Dep. REGISTER OF DEEDS	



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

David Swanson and Rebecca Swanson hereinafter referred to as "Swansons", RR 1 Box 173 Pukwana, South Dakota, 57370 here called Declarants or Declarant, is the owners in fee simple of real estate located in Brule County, South Dakota, and known by official plat designation as "A Plat of Lots 3, ^{ON} 4, 5, 6, 7, 8, 9, 10, 11, of Swanson's First Addition to the Town of Pukwana in the SW ¼ of Section 26, T104 North. Range 70 West of the 5th P.M., Brule County, South Dakota", Pursuant to a plat recorded on March 8th, 2005 at 4:15 P.M. in the Brule County Register of Deeds Office, Chamberlain, South Dakota, under microfilm number 05-0162, Slide #196.

For purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision Declarants declare that all of the described real property and each part of such property shall be held, sold and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the described property or any part of such property, their heirs, successors, and assigns and shall enure to the benefit of each such owner of such property.

ARTICLE I: DEFINITIONS

- A. "Association" shall mean and refer to Swansons, their successors and assigns.
- B. "Declarant" shall mean Swansons and Declarants' successors and assigns provided such successors or assigns acquire at least one undeveloped lot from Declarant, Swansons, for purposes of development..

C. "Lot" shall mean any plat or plot of land shown by the recorded subdivision map or plat referred to above.

D. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, driveways, landscaping, lighting, fences and all other related improvements, fixtures and appurtenances in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

E. "Member" shall mean every person or entity who holds membership in the association.

F. "Mortgage" shall mean a conventional mortgage or a Deed of Trust.

G. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under a holder of a Deed of Trust.

H. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot that is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

I. "Subdivision" shall mean the subdivided real property described above and such additions to such property as may be brought within the jurisdiction of the association as provided in this Declaration.

ARTICLE II: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Every owner of every lot shall be a member of the association; membership shall be pertinent to and may not be separated from ownership of a lot.

B. The Association shall have two classes of voting members as follows:

1. Class A members shall be all owners with the exception of Declarant, Swansons, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine between or upon themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

2. Class B members shall be Declarant, SWANSONS, who shall be entitled to exercise two (2) ~~votes~~ ^{votes} for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A equal the total votes outstanding in the Class B membership, or on January 1, 2025, which ever first occurs.

ARTICLE: III: USE RES'TRICTIONS

The Subdivision shall be occupied and used only as follows:

A. Each lot shall be used and occupied as a residence for a single family by the owner of the lot and for no other purpose.

B. No business of any kind, open to the general public, shall be conducted on any lot.

C. No burning of trash or other refuse nor other noxious or offensive activity shall be carried on in or on any lot nor suffered to be carried on, by any lot owner or person holding a mortgage or security interest in such lots.

D. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of a majority of the Members, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a lot for sale.

E. Nothing shall be done or kept on a lot that would increase the rate of insurance relating to a lot without the prior written consent of Declarant. No owner or owners or mortgage or security holder shall permit anything to be done or kept on a lot that would result in the cancellation of insurance on any residence or any structures or that would be in violation of any law or ordinance, including state and local regulations.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept, on any lot. However, dogs, cats, and other common household pets may be kept on lots as long as they are not kept, bred or maintained in excessive numbers or for commercial purposes.

G. No rubbish, trash or garbage or other waste material shall be kept or permitted on any lot except in tightly covered sanitary containers located in appropriate areas and concealed from public view but accessible to trash, garbage, recycling or rubbish collection services, all to be at the lot owner's expense.

H. No fence, hedge, wall or other dividing instrumentality in excess of six feet (6) in height measured from the ground on which it stands, shall be constructed or maintained on any lot, except as may be approved in any original building or construction plan submitted to Declarant by the original owner.

I. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.

J. No inoperable, damaged or apparently abandoned motor vehicle, recreational vehicle, tractor or implement shall be permitted to remain on the property except in an enclosed structure for more than ten (10) days.

K. All construction shall observe a set-back requirement of One Hundred Forty (140) feet from the centerline of any adjacent section line highway.

L. No "Lot" as platted and recorded as described herein, shall be subdivided by any owner, including Declarant, subsequent to Declarant.

ARTICLE IV: CONSTRUCTION PLAN APPROVAL

A. All construction plans and designs shall be presented to Declarant for approval prior to construction. Residence structures shall be compatible with any existing structures in size, architectural design so as to create a community of attractive structures. All appurtenant structures on a lot shall be in conformity as to architectural style, building and roof material.

B. Approval of any construction plans or designs are purely for the purpose of attempting to

achieve lasting value to the individual lot as well as to all of the lots collectively. Such approval shall not be construed, implied or inferred to be any assurance of quality of materials and workmanship or compliance with any building codes, plumbing codes or electrical codes or the like. All such compliance is a matter left to the sole obligation of the lot owner.

ARTICLE V: OWNER'S OBLIGATION TO MAINTAIN AND REPAIR

Each owner, at such owner's sole cost and expense, shall maintain and repair all structures and appurtenances on the property, keeping the same in condition comparable to the condition of the structure at the time of its original construction, excepting only normal wear and tear. Any such needed maintenance or repair of damage or depreciation shall be repaired in good and workmanship like manner within a reasonable time and within thirty (30) days of written notice of the need of such repair by any other lot owner in the development.

ARTICLE VI: GENERAL PROVISIONS

A. Enforcement. Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, or charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or any owner to enforce any covenant or restriction contained in this Declaration shall no event be deemed a waiver of the right to do so at later date.

B. Severability. Invalidation of any one (1) of the covenants or resections contained in this Declaration by judgment or court order of a court of competent jurisdiction, shall in no way effect any other provision, all of which shall remain in full force and effect.

C. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-fourths (3/4) of the then existing owners of lots in the development.

D. Subordination. No breach of any of the conditions or restrictions contained in this Declaration or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any lot in the subdivision; provided that such condition shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

E. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the successors and assigns of Declarant and any succeeding lot owner for a period of thirty (30) years from the date of this Declaration, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed in writing by the then owners of at least three-quarters (3/4) of the development lots.

F. Governing Law. This Declaration shall be governed by, interpreted and enforced according to, the laws of South Dakota.

Executed at _____, Brule County, South Dakota, this ____ day of _____, _____.

David Swanson
David Swanson

Rebecca Swanson
Rebecca Swanson

ACKNOWLEDGMENT

Slate of South Dakota)
)ss

County of Brule)

On this 9th day of March, 2005, before me, the undersigned officer, personally appeared, David Swanson and Rebecca Swanson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



David L. Swanson
Notary Public – SD
My Comm. Expires. 9/11/06