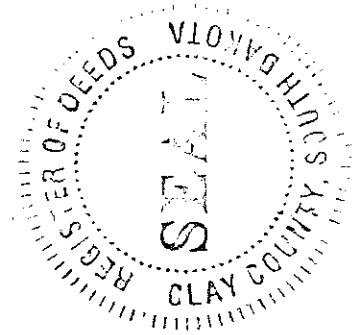


THIS DOCUMENT PREPARED BY:
Strange, Farrell, Johnson & Brewers, P.C.
141 N. Main, Ste. 200
Sioux Falls, SD 57104
(605) 339-4500

Filed for Record - Clay County SD
Filed On 6/28/2012 9:30 AM
Document# D 127023
Book MIS48 Page 624 Fee\$ 22.00
By *Jane A Olson, Deputy*
Ray Hofman, Register of Deeds 37207



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

PREAMBLE

This Indenture, made this 11th day of June, 2012,
by City of Irene, doing business as City of Irene,
of 1105 Till Ave, Irene, South Dakota, 57037, (hereinafter
referred to as "Developer"), owner in fee of the real property
described as follows:

Lots 1-9 of Block 1, and Lots 2-4 of Block 2 of Arneson's Third
Addition, City of Irene, Clay County, South Dakota.

WHEREAS, Developer intends to develop and improve said plat,
and is desirous of subjecting all of said real property to certain
covenants, agreements, easements, restrictions, conditions, and
charges, as hereinafter set out; and

NOW, THEREFORE, Developer hereby declares that all of the real
property described above shall be administered, maintained, held,
transferred, sold, conveyed, and occupied subject to the covenants,
conditions, restrictions, charges, easements, and liens hereinafter
set forth; further specifying that this declaration shall constitute
covenants to run with the land, and shall be binding upon all parties
and all persons claiming under Developer, and for the benefit of and
limitation upon all future owners of the land within such addition;
such covenants, conditions, and restrictions being designed to keep
the addition uniform and to ensure the highest and best residential
development of such property.

ARTICLE ONE
Definitions

The following words when used in this declaration shall have the following meanings:

(a) **Abandoned Vehicles:** shall mean any motor vehicle which is no longer used or maintained by its owner for the purposes of transportation, or which is not currently registered and licensed by the South Dakota Department of Transportation or its equivalent.

(b) **Developer:** shall mean the City of Irene, South Dakota its assigns and successors.

(c) **Arneson's Addition or Addition:** shall refer to the platted lots located in the City of Irene, County of Clay, State of South Dakota, as above described.

(d) **Vehicle:** shall mean any motor vehicle, self-propelled vehicle, boat, trailer, travel trailer or recreational vehicle.

ARTICLE TWO
Property Subject to Restrictions

This declaration shall be effective and operable as to all premises hereinbefore described.

ARTICLE THREE
Residential Area Covenants

Section 1. Land Use. All platted lots within subject to this Indenture shall be used exclusively for single family purposes.

Section 2. Buildings and Structures. No new dwelling house, outbuilding, fence, wall or other structure shall be commenced, constructed, erected or maintained, nor shall any addition to, or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, material, floor plans, location and approximate cost of such structure has been submitted to and approved in writing by Developer, or Developer's successors or assigns. Only one detached single family dwelling shall be erected on each lot. In the event Developer fails to approve or disapprove such design and location within thirty (30) days after receiving the plans and specifications, Developer's approval will be deemed given as to the plans and specifications it has received. All buildings or other structures constructed upon such lots shall comply with the restrictions and requirements provided by the ordinances of the City of Irene, County of Clay, State of South

Dakota, and any amendments thereto.

Section 3. Minimum Net Living Area. For the purposes of this Section 3, net living area shall be determined by the outside measurements of the dwelling and shall exclude the garage, porches, decks, patios, and basement. All dwellings constructed on any lot subject to this Indenture shall contain minimum net living area as follows:

(a) Ranch style dwellings (containing exactly one level of living space other than below ground basements) shall contain a minimum of 1200 square feet on the main level;

(b) Split foyer dwellings shall contain a minimum of 1040 square feet on the main level;

(c) Tri-level dwellings shall contain a combined minimum of 1040 square feet on the above ground levels;

(d) One and a half and two story dwellings shall contain a minimum of 1040 square feet on the main level.

Developer may grant a variance of the above requirements to accommodate design and aesthetic requirements for specific lots, if in its sole discretion Developer determines that the value and aesthetics of such building upon completion of construction in accordance with the plans and specifications will not be detrimental to the uniform development of the addition. Such variance shall not exceed 25% of the minimum square footage requirements.

Section 4. Building Requirements. All residential structures constructed on the real property subject to this Indenture shall conform to the following minimum requirements:

(a) All roof pitches shall be a minimum of four inches rise per each twelve inches of run.

(b) Each residential structure shall include an attached garage with a minimum of two vehicle stalls.

(c) All garage floors and driveways must be constructed of a minimum of four inches of concrete.

(d) All basements must be constructed of approved materials, and must include a sump pit and appropriate drain tile system.

(e) Sidewalks shall be four feet wide, constructed of four inch thick concrete, and shall extend the entire length of all street frontages.

(f) All residential structures must conform to the Uniform Building Code, as amended from time to time. No mobile residential structures shall be placed on any property subject to this Indenture.

(g) No storage building or other structure, which is detached from the residential structure, may be constructed upon any lot without the express written approval of Developer.

Section 5. Temporary Structures. No structures of any temporary character, including but not limited to, trailers, tents, shacks, garages, barns, or other outbuildings shall be used as a residence on any lot at any time.

Section 6. Removal of Soil. No soil may be removed from the addition resulting from any excavation without the prior approval of Developer. Developer may condition such approval on refilling or other use of the removed fill on any other land within the addition as Developer sees fit.

Section 7. Grade Level. There shall be no material change in the grade levels as they now exist without prior approval of Developer. Notwithstanding the foregoing, grade elevations along lot lines may not be materially changed.

Section 8. Hedges and Fences. No hedge or fence shall be erected, placed or altered on any tract nearer to any street or road than the minimum building setback requirement for the front lot line as provided for by the ordinances enacted by the City of Irene, South Dakota, and any amendments thereto.

Section 9. Replatting or Subdividing. No one, except Developer, shall at any time ever replat, subdivide or resubdivide any tract into a smaller tract or in any other manner change the plat as it is now shown on the recorded plat or partial replat of the addition, except with prior approval of all owners of the real property subject to this Indenture.

Section 10. 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, and such pets comply with the ordinances for the City of Irene, South

Dakota. All pets must be kept on the homeowner's property, or on a leash, and under control at all times.

Section 11. Nuisances. No noxious or offensive trade or activity as defined by law, shall be carried on upon any real property subject to this Indenture, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to such real property, or individuals residing or owning property subject to this Indenture.

Section 12. Vacant Lot. Owners of vacant lots shall be responsible to keep said lot free of any noxious weeds and to keep grasses and weeds on said lot mowed so that grass and weeds are less than eight (8) inches in height.

Section 13. Satellite Dishes. No satellite dishes shall be installed or maintained in any front yard.

Section 14. Landscaping. All lots containing a residential structure must have either grass seeded or sodded front, back and side yards.

Section 15. Garbage and Refuse Disposal. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and all other waste shall be kept in sanitary containers. No trash, garbage, rubbish or other waste shall be burned upon any land subject to this Indenture.

Section 16. Utilities. All utility lines of any kind shall be underground.

Section 17. Parking. Vehicles of any kind shall be parked only on approved cement pads or driveways. Abandoned or inoperable vehicles shall not remain on any real property subject to this Indenture for an extended period.

Developer may grant a variance of the above requirements to accommodate design and aesthetic requirements for specific lots, if in its sole discretion Developer determines that the value and aesthetics of such building upon completion of construction in accordance with the plans and specifications will not be detrimental to the uniform development of the addition.

ARTICLE FOUR
Easements

All owners of real property subject to this Indenture are hereby given constructive notice of utility, drainage, and landscape easements and rights of way of record. Owners of any such real property shall, at their own expense, keep and preserve that portion of such easements and rights of way of record within their own property lines in a good condition of repair and maintenance at all times. Such owners shall neither erect nor permit erection of a building of any kind within the easement areas which may interfere in any way with the proper access to, maintenance, use, operation, repair, or reconstruction of any of the utility services located therein. Furthermore, no deep rooting vegetation or trees may be planted within the easement areas which may likewise interfere with such utility services.

ARTICLE FIVE
General Provisions

Section 1. Duration and Amendments. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded. Covenants may be changed at any time by the owner(s) of a majority of the lots, in writing, and in form recordable by the Clay County Register of Deeds. Nothing in this Indenture shall preclude the formation of a homeowners association or committee, in accordance with applicable ordinances or statutes of the City of Irene, the County of Clay, and the State of South Dakota.

Section 2. Enforcement. These covenants may be enforced by any person owning a fee interest in any real property subject to this Indenture. Enforcement proceedings may be pursued through any appropriate legal or equitable means available under the laws of the State of South Dakota. Until all property subject to this Indenture is sold by the Developer, the Developer may amend these covenants, conditions, and restrictions running with the land.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Assignment and Delegation of Developer's Rights and Duties. Developer reserves the unilateral right to assign its rights and delegate its duties under this declaration to any homeowners association or committee formed provided that such assignment is made in writing and is recorded with the Clay County, South Dakota, Register of Deeds office. Notwithstanding the foregoing, all rights of the Developer hereunder are fully assignable, and shall ensure to the benefit of Developer's successors and assigns.

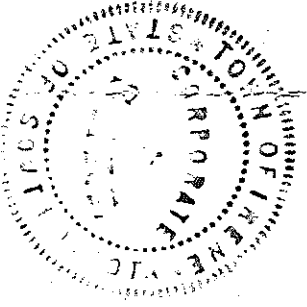
Dated this 21 day of June, 2012.

CITY OF IRENE, SOUTH DAKOTA

DEVELOPER: Lloyd Mark
By: Its Mayor

ATTEST:

Casey Van Beek
Casey Van Beek
Finance Officer

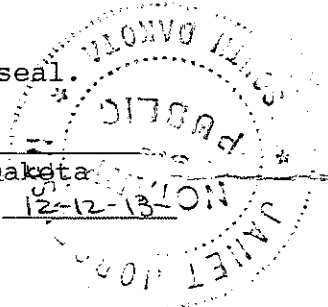


STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF CLAY)

On this the 21 day of June, 2012, before me, the undersigned officer, personally appeared, Lloyd Mark on behalf of the City of Irene, satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Jamie Ferguson
Notary Public* South Dakota
My Commission Expires: 12-12-13



11/2/13 mtg
approved

THIS DOCUMENT PREPARED BY:
Strange, Farrell, Johnson & Brewers, P.C.
141 N. Main, Ste. 200
Sioux Falls, SD 57104
(605) 339-4500

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

PREAMBLE

This Indenture, made this 12th day of November, 2013, by the City of Irene, a South Dakota Municipal Corporation, of P.O. Box 67, Irene, South Dakota, 57037, (hereinafter referred to as "Developer"), owner in fee of the majority of the real property described as follows:

Lots 1-9 of Block 1, and Lots 2-4 of Block 2 of Arneson's Third Addition, City of Irene, Clay County, South Dakota.

WHEREAS, Developer executed a Declaration Of Restrictions And Covenants To Run With The Land, which declaration related to the above-described real property, and was executed by Developer on the 11th day of June, 2012 and recorded in the office of the Clay County Register of Deeds in Book MIS48, on Page 624, at 9:30 a.m. on the 28th day of June, 2012; and

WHEREAS, Developer continues to be the owner of the majority of the above described lots; and

WHEREAS, pursuant to Article Five, Section 1, of the above described Declaration Of Restrictions And Covenants To Run With The Land, Developer exercises its discretion to amend such restrictions and covenants by adding an additional section thereto, and intending that all other provisions of the Declaration Of Restrictions And Covenants To Run With The Land, as above described, shall remain in full force and effect;

NOW, WHEREFORE, Developer hereby declares that an additional section shall be added to Article Three, Residential Area Covenants, which shall be known as Section 18, which shall provide as follows:

Section 18. Moving of Structures. Except pursuant to the written approval of Developer, no structure of any kind shall be moved to and placed upon any property subject to this indenture. Only structures built on site shall be placed upon any property subject to this indenture.

Except as herein stated, all terms and conditions of the original Declaration Of Restrictions And Covenants To Run With The Land, dated 11th day of June, 2012, and filed in the office of the Clay County Register of Deeds Book MIS48, on Page 624, at 9:30 a.m. on the 28th day of June, 2012, shall remain in full force and effect.

Dated this 12th day of November, 2013.

CITY OF IRENE, SOUTH DAKOTA

DEVELOPER: Floyd Mark
By: Its Mayor

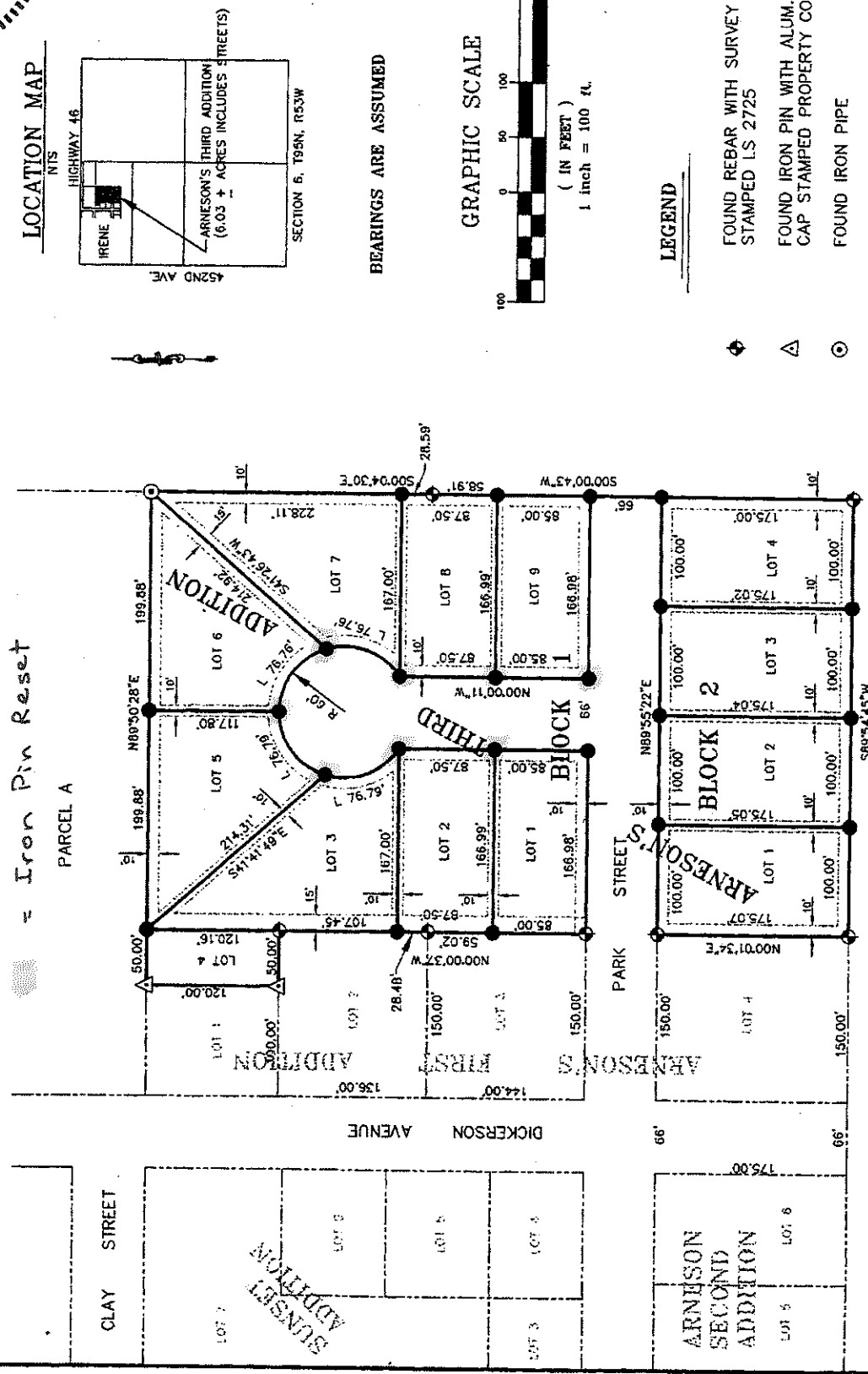
ATTEST:

Casey Van Beek
Casey Van Beek
Finance Officer

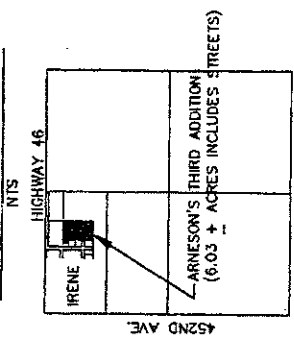


A PLAT OF LOTS 1 THROUGH 9 OF BLOCK 1, AND LOTS 1 THROUGH 4 OF BLOCK 2 OF ARNESEN'S THIRD ADDITION, IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4,NW1/4) OF SECTION SIX (6), TOWNSHIP NINETY FIVE (95) NORTH, RANGE FIFTY THREE (53) WEST OF THE 5TH P.M., CLAY COUNTY, SOUTH DAKOTA

= Iron Pin Found
 = Iron Pin Reset
 PARCEL A

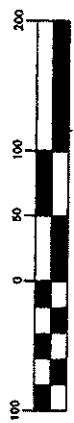


LOCATION MAP



BEARINGS ARE ASSUMED

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.

LEGEND

- ◆ FOUND REBAR WITH SURVEY CAP STAMPED LS 2725
- △ FOUND IRON PIN WITH ALUM. SURVEY CAP STAMPED PROPERTY CORNER
- ⊙ FOUND IRON PIPE
- SET 3/4"X24" REBAR WITH SURVEY CAP STAMPED ARENS LS 6249
- L ARC LENGTH