



**AMENDMENTS NO. 1, 2 and 3 TO
WYNSTONE DEVELOPMENT
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND TO
WYNSTONE HOMEOWNERS ASSCOAITON BYLAWS**

AMENDMENT NO. 1 TO
WYNSTONE DEVELOPMENT
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND TO
WYNSTONE HOMEOWNERS ASSOCIATION BY-LAWS

**AMENDMENT NO. 1 TO
WYNSTONE DEVELOPMENT
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
AND TO
WYNSTONE HOMEOWNERS ASSOCIATION BY-LAWS**

THIS AMENDMENT NO. 1 to Wynstone Development Declaration of Covenants, Conditions and Restrictions and to Wynstone Homeowners Association By-Laws made effective this 18th day of April, 2000, by Wynstone Development Corporation, of Union County, South Dakota, hereinafter referred to as "Declarant", and the Members of Wynstone Homeowners Association, with regard to that certain real estate legally described as.

Wynstone Phase 1 in part of Section 1 and accretion thereto and part of Section 2 and accretion thereto all in Township 29 North, Range 7 East of the 6th Principal Meridian and in part of Minor Tract 2 of Section 25, Township 30 North, Range 7 East of the 6th Principal Meridian and part of Section 36 and accretion thereto in Township 30 North, Range 7 East of the 6th Principal Meridian, all in Union County, South Dakota, which includes the following.

- Lots 1-24, inclusive, Wynstone First Addition of Wynstone Phase 1,
- Lots 25-30, inclusive, Wynstone Second Addition of Wynstone Phase 1,
- Lots 31-37, inclusive, Wynstone Third Addition of Wynstone Phase 1,
- Lots 38-44, inclusive, Wynstone Fourth Addition of Wynstone Phase 1,
- Lots 45-54, inclusive, Wynstone Fifth Addition of Wynstone Phase 1,
- Lots 55-60, inclusive, Wynstone Sixth Addition of Wynstone Phase 1,
- Lots 61-67, inclusive, Wynstone Seventh Addition of Wynstone Phase 1,
- Lots 68-73, inclusive, Wynstone Eighth Addition of Wynstone Phase 1,

Lots 74-84, inclusive, Wynstone Ninth Addition of Wynstone Phase 1,
Lots 85-94, inclusive, Wynstone Tenth Addition of Wynstone Phase 1,
Lots 95-104, inclusive, Wynstone Eleventh Addition of Wynstone Phase 1, and
Lots 105-114, inclusive, Wynstone Twelfth Addition of Wynstone Phase 1,
all of which real estate shall hereinafter be referred to as the "Property".

Declarant filed for record on May 15, 1997 in Book 34 Misc , Page 126 of the
public records of Union County, South Dakota, that certain Declaration of Covenants,
Conditions, and Restrictions dated May 15, 1997 ("Declaration") along with the By-Laws
of Wynstone Homeowners Association ("By-Laws")

At a Special Meeting of the Members of Wynstone Homeowners Association,
held on April 18, 2000, by a vote of a two-thirds majority of a quorum of Members
present, in person or by proxy, as to the amendments to the By-Laws and by a vote of a
two-thirds majority of the Lots as to the amendments to the Declaration, the Wynstone
Homeowners Association and the Declarant amended the Declaration and By-Laws as
follows:

I. Article V Architectural Review Committee of the Declaration is amended
by adding Section 4 as follows:

- 4 Townhouses. Notwithstanding any provisions contained in this
Declaration to the contrary, Lot One (1) in Wynstone First
Addition of Wynstone Phase 1 may have one "townhouse" ("townhouse"
is defined as a multi-family dwelling not to exceed two housing units)
Any change in this Section 4 of Article V in whole or in part must be by an
instrument signed and recorded by Members representing 90% or more of
the Lots plus approved by the Architectural Review Committee.
Notwithstanding any provisions contained in this Declaration regarding
amendments, this Section 4 of Article V shall not be amended, at a

regular or special meeting of the Members, unless there is a vote of at least 90% of the Members in person or by proxy

II. Article VI, Section 15 Private Water Source System Not Allowed of the

Declaration is amended to read as follows

- 15 Private Water Source System Not Allowed. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property. Private wells, whether for potable use or irrigation or any other use, are prohibited on the Lots within the Property. All primary lawn watering must be from the irrigation distribution side of the Wynstone Water Works system unless Wynstone Development Corporation d/b/a Wynstone Water Works approves otherwise in writing. This Section 15, however, shall not apply to the Declarant, and it may not be amended without Declarant's written consent.

III Article VI, Section 22 Mailboxes of the Declaration is amended to read as

follows:

- 22 Mailboxes. Standard design mailboxes shall be used as shown below and Owners shall pay for the installation and materials of said mailboxes. Said mailboxes must be permanently constructed with exterior materials and appearances to conform to the principal structure which will either be brick, stone or stucco. This provision will apply only to Lots sold by the Declarant after April 18, 2000

[This space was left intentionally.]

IV. Article VI Residential Areas Covenants of the Declaration is amended by adding Section 29 as follows:

- 29 Townhouses Not Allowed on Combined Lots. If contiguous platted Lots are owned by the same Owner, the Architectural Review Committee shall not consider approving plans for construction of a townhouse or other multi-family dwelling which straddles the boundary between such Lots; that only a single family residential structure may be considered by the Architectural Review Committee for construction.

V Article VII, Section 1 of the By-Laws is amended to read as follows.

Section 1 The management and affairs of this Association shall be managed by a Board of Directors with an initial number of three (3) Directors need not be Members of the Association. For the first six (6) years from the date of the Declaration (which date of the Declaration is May 15, 1997), the Declarant shall have the right to appoint the Directors of the Association. Thereafter, an election shall be held among all Owners in fee of the Lots for the purpose of electing five (5) Directors to serve on the Association's Board of Directors for a term of one (1) year. The number of Directors may be changed by amendment of these By-Laws.

VI The definition of "Property" shall mean the real estate described as follows.

Wynstone Phase 1 in part of Section 1 and accretion thereto and part of Section 2 and accretion thereto all in Township 29 North, Range 7 East of the 6th Principal Meridian and in part of Minor Tract 2 of Section 25, Township 30 North, Range 7 East of the 6th Principal Meridian and part of Section 36 and accretion thereto in Township 30 North, Range 7 East of the 6th Principal Meridian, all in Union County, South Dakota, which includes the following:

Lots 1-24, inclusive, Wynstone First Addition of Wynstone Phase 1,

Lots 25-30, inclusive, Wynstone Second Addition of Wynstone Phase 1,

Lots 31-37, inclusive, Wynstone Third Addition of Wynstone Phase 1,

Lots 38-44, inclusive, Wynstone Fourth Addition of Wynstone Phase 1,

Lots 45-54, inclusive, Wynstone Fifth Addition of Wynstone Phase 1,

Lots 55-60, inclusive, Wynstone Sixth Addition of Wynstone Phase 1,

Lots 61-67A, 67B, and 67C, inclusive, Wynstone Seventh Addition of Wynstone Phase 1,

Lots 68-73A, 73B, 73C, and 73D, inclusive, Wynstone Eighth Addition of Wynstone Phase 1,

Lots 75-84, inclusive, Wynstone Ninth Addition of Wynstone Phase 1 (Lot 74 of Wynstone Ninth Addition of Wynstone Phase 1 is excluded from the definition),

Lots 85-94, inclusive, Wynstone Tenth Addition of Wynstone Phase 1,

Lots 95-104, inclusive, Wynstone Eleventh Addition of Wynstone Phase 1, and

Lots 105-114, inclusive, Wynstone Twelfth Addition of Wynstone Phase 1.

The above amendment to the definition of "Property" is made pursuant to Article VI, Section 7 of the Declaration

Wynstone Homeowners Association represents and warrants, by its signature below, that it is signing this instrument on behalf of the Members representing at least two-thirds of the Lots who approved the above-stated amendments to the Declaration

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

Wynstone Homeowners Association

Wynstone Development Corporation

By: Richard J. Wegher
Richard J. Wegher, President

By: Richard J. Wegher
Richard J. Wegher, President

By: Michael D. Hammond
Michael D. Hammond, Secretary

By: Michael D. Hammond
Michael D. Hammond, Secretary



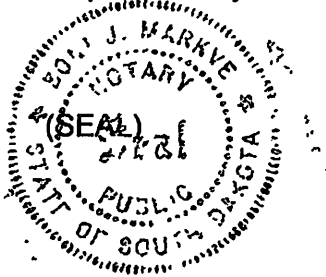
20-004504
 STATE OF SOUTH DAKOTA, UNION COUNTY, SS
 Recorded this 27th day of Sept., 2000
 at 1:00 o'clock P. M., IN BOOK 37
 of MISC Page 268
Collect med. Clerk Register of Deeds
22nd Ch 151658 Wegher Construction
POB 770
MISC

STATE OF SOUTH DAKOTA

:SS

COUNTY OF UNION

On this 27 day of September, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Wegher and Michael D. Hammond to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Richard J. Wegher and Michael D. Hammond as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed



Doni H. Markve

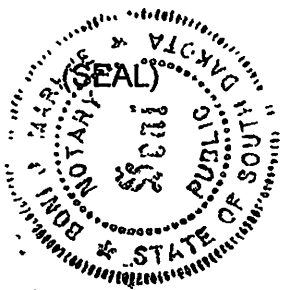
Notary Public in and for said State
 My commission expires: 5/13/2001

STATE OF SOUTH DAKOTA

:SS

COUNTY OF UNION

On this 27 day of September, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Wegher and Michael D. Hammond to me personally known, who, being by me duly sworn, did say that they are the President and Secretary of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Richard J. Wegher and Michael D. Hammond as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Doni H. Markve

Notary Public in and for said State
 My commission expires: 5/13/2001

034832



STATE OF SOUTH DAKOTA, UNION COUNTY, SS

Recorded this 24th day of July, 2003

at 10:00 o'clock A M., IN BOOK 40

of Miss Page 249

Jana Tois Register of Deeds

26 pd #22848 Michelle R Goodwin

Scan ☒
Comp. ☒
Indexed ☒
Film ☒

AMENDMENT NO. 2 TO

WYNSTONE DEVELOPMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

AND TO

WYNSTONE HOMEOWNERS ASSOCIATION BY-LAWS

Prepared by: Dan A. Moore, 501 Pierce Street, #300, P.O. Box 3207, Sioux City, Iowa 51102-3207
Phone: (712) 252-0020

**AMENDMENT NO. 2 TO
WYNSTONE DEVELOPMENT
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
AND TO
WYNSTONE HOMEOWNERS ASSOCIATION BY-LAWS**

THIS AMENDMENT NO. 2 to Wynstone Development Declaration of Covenants, Conditions and Restrictions and to Wynstone Homeowners Association By-Laws made effective this 10th day of March, 2003, by the Members of Wynstone Homeowners Association, with regard to that certain real estate legally described as:

Wynstone Phase 1 in part of Section 1 and accretion thereto and part of Section 2 and accretion thereto all in Township 29 North, Range 7 East of the 6th Principal Meridian and in part of Minor Tract 2 of Section 25, Township 30 North, Range 7 East of the 6th Principal Meridian and part of Section 36 and accretion thereto in Township 30 North, Range 7 East of the 6th Principal Meridian, all in Union County, South Dakota, which includes the following:

- Lots 1-24, inclusive, Wynstone First Addition of Wynstone Phase 1,
- Lots 25-30, inclusive, Wynstone Second Addition of Wynstone Phase 1,
- Lots 31-37, inclusive, Wynstone Third Addition of Wynstone Phase 1,
- Lots 38-44, inclusive, Wynstone Fourth Addition of Wynstone Phase 1,
- Lots 45-54, inclusive, Wynstone Fifth Addition of Wynstone Phase 1,
- Lots 55-60, inclusive, Wynstone Sixth Addition of Wynstone Phase 1,
- Lots 61-67A, 67B, and 67C, inclusive, Wynstone Seventh Addition of Wynstone Phase 1,

Lots 68-73A, 73B, 73C and 73D, inclusive, Wynstone Eighth Addition of Wynstone Phase 1,

Lots 75-84, inclusive, Wynstone Ninth Addition of Wynstone Phase 1 (Lot 74 of Wynstone Ninth Addition of Wynstone Phase 1 is excluded),

Lots 85-94, inclusive, Wynstone Tenth Addition of Wynstone Phase 1,

Lots 95-104, inclusive, Wynstone Eleventh Addition of Wynstone Phase 1, and

Lots 105-114, inclusive, Wynstone Twelfth Addition of Wynstone Phase 1,

all of which real estate shall hereinafter be referred to as the "**Property**".

Wynstone Development Corporation, "**Declarant**", filed for record on May 15, 1997 in Book 34 Misc., Page 126 of the public records of Union County, South Dakota, that certain Declaration of Covenants, Conditions, and Restrictions dated May 15, 1997 ("**Declaration**") along with the By-Laws of Wynstone Homeowners Association ("**By-Laws**"). Declarant also filed for record on September 27, 2000 in Book 37 Misc., Page 268 of the public records of Union County, South Dakota, that certain Amendment No. 1 to Wynstone Development Declaration of Covenants, Conditions, and Restrictions and to Wynstone Homeowners Association By-Laws. ("**Amendment No. 1**").

At a Special Meeting of the Members of Wynstone Homeowners Association, held on March 10, 2003, by a vote of a two-thirds majority of a quorum of Members present, in person or by proxy, as to the amendments to the By-Laws and by a vote of a two-thirds majority of the Lots as to the amendments to the Declaration, the Wynstone Homeowners Association amended the Declaration and By-Laws as follows:

I. Article IV Covenant For Quarterly and Special Assessments is amended by restating in its entirety Section 2 Purpose of Assessments as follows:



2. **Purpose of Assessments.** The quarterly assessment levied by the Association shall be used as provided for in the annual budget adopted by the Board and approved by the Members of the Association at its annual meeting, which shall include but not be limited to the payment of the following items:

- a. any real estate taxes and assessments levied by any taxing authority on the Common Areas;
- b. cost of utilities;
- c. cost of insurance;
- d. maintenance, repair and improvement of the Common Areas which shall include all roads, gates, ponds, fountains, bridges, walkways, sidewalks, parks, trails, signage, lighting, buildings and equipment;
- e. snow and ice removal and general lawn and landscaping maintenance to the Common Areas;
- f. acquisition of personal property items such as lawn, snow, and playground equipment;
- g. funding of an adequate reserve fund which fund shall be maintained for purposes adopted by the Board which purposes may include maintenance, repair, and replacement of the roads and sidewalks and/or emergency uses, e.g. storm cleanup; and
- h. capital improvements as provided in the annual budget.

II. Article VI Residential Areas Covenants of the Declaration is amended by restating in its entirety Section 10 **Vehicle Parking** as follows:

10. **Vehicle Parking.** No vehicles or trailers of any kind shall be temporarily or permanently parked within the Property without being garaged unless:
- a. such parking is by bona fide temporary guests of the Owner or
 - b. such parking is temporary and the vehicles are in good repair, are operable and are currently licensed.

No recreational vehicles, trailers, campers, camper trailers, boats and other watercraft, and boat trailers shall be allowed upon any Lot unless the activity associated with such recreational vehicle, trailer, camper, camper trailer, boat and other watercraft, or boat trailer is currently "in season" or unless such recreational vehicle, trailer, camper, camper trailer, boat and other watercraft, or boat trailer is parked within the garage serving said Lot. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted upon the Lots except within enclosed garages. Any vehicle or item parked in violation of this Section 10 or in violation of parking rules promulgated by the Association may be towed and stored by said Association, all at the expense of the subject owner.

III. Article VI Residential Areas Covenants of the Declaration is amended by restating in its entirety Section 16 Antennas as follows:

16. Antennas. Satellite dishes not exceeding eighteen inches in diameter may be placed upon any Lot within the Property except in the front yard area of the Lot, for purposes of receiving television signals. No exterior antennas or aerials shall be permitted.

IV. Article VI Residential Areas Covenants of the Declaration is amended by restating in its entirety Section 17 Air Conditioning Units as follows:

17. Air Conditioning Units. No window air conditioning units shall be installed in any dwelling upon the Property.

V. Article VI Residential Areas Covenants of the Declaration is amended by restating in its entirety Section 19 Fences as follows:

19. Fences. All proposed fences and walls and kennels must be approved in writing by the Architectural Review Committee prior to installation. Fences and walls shall be an extension of the house. They shall not function as property line markers, but define exterior spaces as well as screen undesirable uses or views.

Front yard fences and walls are not allowed unless they are an integral part of the house architecture.

Kennels shall be located out of view from the road or street or shall be landscaped in a fashion as to shield from view.

Under no circumstances shall untreated wood fences/walls, railroad tie retaining walls, and free standing wire fences be permitted. However, snow fences shall be permitted from November 1 to May 1 subject to prior review and written approval by the Architectural Review Committee as to the location of such snow fence.

Any wall and/or fence and/or dog kennel should be constructed of materials and colors consistent with the house or materials to compliment the house. No chain-link fences are allowed with the exception of tennis courts and swimming pools and kennels, and unless landscape screening is provided. Chain link fence around pools or tennis courts or dog kennels shall be vinyl coated of dark green or black color.

All fencing shall have the framing on the lot side of the fence. Fences shall not be erected in utility, drainage or landscape easements.

Complete rear yard fencing is not permitted as the desirability of open space and the unity of the surrounding areas is an important part of the design of Wynstone Development. Fences are discouraged in side yards, except small enclosures for mechanical equipment or trash containers, and, when approved, shall not extend beyond the sight line of adjacent houses.

VI. Article VII of the By-Laws is amended by restating in its entirety Section 4 as follows:

Section 4. It shall be the duty of the Board of Directors:

- a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting of the Members when such is requested in writing by one-fourth (1/4) of the voting Membership, as provided in Article XII, Section 2.
- b. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
- c. As more fully provided in Article IV of the Declaration:
 - (1) To fix the amount of the applicable assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period;

- (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member;
- (3) To send written notice of each assessment to every Owner subject thereto.
- d. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- e. To adopt an annual budget which proposed budget shall be submitted to the Members at the annual meeting of the Association. Subject to the approval by the Members, the budget shall be incorporated in and become a part of the Association budget which shall be managed and administered by the Board.

VII. Article X of the By-Laws is amended by restating in its entirety Section 6

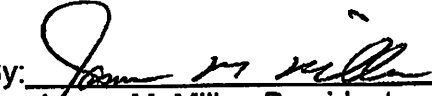
as follows:

Section 6. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice President. The Treasurer shall keep proper books of account. The Treasurer shall assist the Board in preparing an annual budget and an annual balance sheet statement, which budget and balance sheet statement shall be presented to the Membership at its regular annual meeting.

Wynstone Homeowners Association represents and warrants, by its signature below, that it is signing this instrument on behalf of the Members representing at least two-thirds of the Lots who approved the above-stated amendments to the Declaration including the By-Laws.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

Wynstone Homeowners Association

By: 
James M. Miller, President

By: 
Cody M. McCullough, Secretary

[WYNSTONE HOMEOWNERS ASSOCIATION]

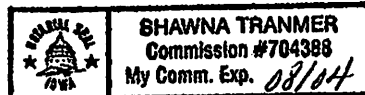
STATE OF SOUTH DAKOTA :
:ss
COUNTY OF UNION :

On this 18 day of July, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared James M. Miller and Cody M. McCullough, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said James M. Miller and Cody M. McCullough, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(SEAL)

Shawna Tranmer

Notary Public in and for said State
My commission expires:



Prepared By:
Darrell A. Jesse, Esq.
600 Stevens Port Dr. #300
Dakota Dunes, SD 57049
(605) 232-3340



071973

UNION COUNTY
SOUTH DAKOTA

2007 APR 23 A 11: 22

BK m44 PG 201
Register of Deeds *Jane Tolt*
24 pd #100696
Craig Hoff
Scan ☒
Comp. ☒
Indexed ☒
Film ☒

**AMENDMENT NO. 3 TO
WYNSTONE DEVELOPMENT
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
AND TO
WYNSTONE HOMEOWNERS ASSOCIATION BY-LAWS**

THIS AMENDMENT NO. 3 to Wynstone Development Declaration of Covenants, Conditions and Restrictions and to Wynstone Homeowners Association By-Laws made effective this 19th day of March, 2007, by Wynstone Development Corporation, of Union County, South Dakota, hereinafter referred to as "Declarant" and the Members of Wynstone Homeowners Association, with regard to that certain real estate legally described as:
Wynstone Phase 1 in part of Section 1 and accretion thereto and part of Section 2 and accretion thereto all in Township 29 North, Range 7 East of the 6th Principal Meridian and in part of Minor Tract 2 of Section 25, Township 30 North, Range 7 East of the 6th Principal Meridian and part of Section 36 and accretion thereto in Township 30 North, Range 7 East of the 6th Principal Meridian, all in Union County, South Dakota, which includes the following:

- Lots 1-24, inclusive, Wynstone First Addition of Wynstone Phase 1,
- Lots 25-30, inclusive, Wynstone Second Addition of Wynstone Phase 1,
- Lots 31-37, inclusive, Wynstone Third Addition of Wynstone Phase 1,
- Lots 38-44, inclusive, Wynstone Fourth Addition of Wynstone Phase 1,
- Lots 45-54, inclusive, Wynstone Fifth Addition of Wynstone Phase 1,
- Lots 55-60, inclusive, Wynstone Sixth Addition of Wynstone Phase 1,
- Lots 61-67, inclusive, Wynstone Seventh Addition of Wynstone Phase 1,

Lots 68-73, inclusive, Wynstone Eighth Addition of Wynstone Phase 1,

Lots 74-84, inclusive, Wynstone Ninth Addition of Wynstone Phase 1,

Lots 85-94, inclusive, Wynstone Tenth Addition of Wynstone Phase 1,

Lots 95-104, inclusive, Wynstone Eleventh Addition of Wynstone Phase 1,

Lots 105-114, inclusive, Wynstone Twelfth Addition of Wynstone Phase 1,

And

Wynstone Phase 2 of Tract 14, Wynstone Phase 1, and Dailey Tract 5 in Section 36, Township 30 North, Range 7 East of the 6th P.M., and accretion thereto; all in Union County, South Dakota, which includes the following:

Lots 1-10, inclusive, Wynstone First Addition of Wynstone Phase 2,

Lots 11-17, inclusive, Wynstone Second Addition of Wynstone Phase 2,

Lots 18-25, inclusive, Wynstone Third Addition of Wynstone Phase 2,

Lots 26-30, inclusive, Wynstone Fourth Addition of Wynstone Phase 2,

Lots 31-36, inclusive, Wynstone Fifth Addition of Wynstone Phase 2,

Lots 37-43, inclusive, Wynstone Sixth Addition of Wynstone Phase 2,

Lots 44-51, inclusive, Wynstone Seventh Addition of Wynstone Phase 2,

Lots 52-58, inclusive, Wynstone Eighth Addition of Wynstone Phase 2,

Lots 59-65, inclusive, Wynstone Ninth Addition of Wynstone Phase 2,

Lots 66-72, inclusive, Wynstone Tenth Addition of Wynstone Phase 2,

Lots 73-82, inclusive, Wynstone Eleventh Addition of Wynstone Phase 2,

Lots 83-91, inclusive, Wynstone Twelfth Addition of Wynstone Phase 2,

all of which real estate shall hereinafter be referred to as the "Property".

Declarant filed for record on June 19, 2001 in Book 38 Misc., Page 156 of the public records of Union County, South Dakota, that certain Declaration of Covenants, Conditions and Restrictions

dated June 18, 2001 ("Declaration") along with the By-Laws of Wynstone Homeowners Association ("By-Laws").

At a meeting of the Members of Wynstone Homeowners Association, held on March 19, 2007, by a vote of a two-thirds majority of a quorum of Members present, in person, by proxy or by mail, as to the amendments to the By-Laws and by a vote of a two-thirds majority of the Lots as to the amendments to the Declaration, the Wynstone Homeowners Association and the Declarant amended the Declaration and By-Laws as follows:

1. Article VII, Board of Directors, Section 1, of the **Bylaws** is amended to read as follows:

Section 1. The management and affairs of this Association shall be managed by a Board of Directors comprised of five (5) individuals, who shall be members of the Association. An election shall be held among all Owners in fee of the Lots for the purposes of electing Directors to serve on the Association's Board of Directors for a term of (2) years each. Terms shall be staggered to allow for continuity, with two Board members being elected in one year, and three members being elected the following year. Effective March 19th, 2007, the three (3) Directors with the greatest number of votes shall be elected for a two year term. The remaining two (2) Directors shall be elected for a one-year term. Thereafter, two (2) Directors shall be elected in even numbered years and three (3) Directors shall be elected in odd numbered years, all for two (2) year terms. The number of Directors may be changed by amendment of these Bylaws.

2. Article VII, Board of Directors, of the **Bylaws** is further amended by restating Section 3. to read as follows:

Section 3. The Board of Directors shall have the power:

- a. To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting Membership, as provided in Article XII, Section 2 hereof.
- b. To appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or direction of the Association in any capacity whatsoever.
- c. To establish, levy, and assess and collect the assessments or charges referred to in Article III, Section 2 hereof.
- d. To adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of the Members and their guests thereon.
- e. To exercise for the Association all powers, duties and authority vested in or delegated to this Association in its Articles of Incorporation and the Declaration except those reserved to the

Members.

f. To exercise all other powers necessary or appropriate for the discharge of its other powers authorized hereunder or its obligations

g. Enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf or against the owners concerning the Association.

h. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration or as may be determined by the Board, and paying the premium cost thereof.

i. Permitting utility suppliers to use portions of the common area reasonably necessary to the ongoing development or operation of the property.

3. Article VII, Board of Directors, of the Bylaws is hereby amended by adding Section 5 to read as follows:

Section 5. Enforcement.

a. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the common areas for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant, guest or invitee of a Lot, violates the Declaration, Bylaws, or rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set forth by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

b. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

c. Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator

appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction.

d. Future violations of the same or other provisions and rules by any Person and Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

4. Article XII, Annual and Special Meeting of the Members, of the Bylaws is hereby amended by restating Section 1 to read as follows:

1. The annual meeting of the members shall be held during the month of March in each year, beginning with the year 2007, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

5. Article VIII of the Wynstone Development Declaration of Covenants, Conditions and Restrictions, Paragraph 3 is amended to read as follows:

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons instituted by Declarant, the Association or by any Lot owner against any person or persons violating or attempting to violate any covenant, either to enjoin or restrain the violation, or to recover damages, or both.

6. Article VII, Easements, Section 1, Reservation of Easements of the Covenants, Conditions and Restrictions is amended to read as follows:

Section 1. Reservation of Easements. Easements and rights of way for utility, sewage, and drainage purpose and related functions are hereby reserved to the Association and its successors and assigns, over, across, and under the Common Areas, roads, streets, walkways and private drives which shall be shown on the plats of the Property, and over, across, and under each Lot as reserved and shown on the plats of the Property, which said plats shall encompass all of the Property and shall be recorded prior to the sale of any of the Lots within the Property, and over, across and under such areas as are more particularly shown on said plats for the location of electric and communication cables, storm drainage, sanitary sewers, pipelines for supplying gas, water, or heat, including mains, service pipes and equipment and drainage purposes, facilities for general utility functions, and all equipment necessary thereto. The Association may grant necessary easements to any utilities or other persons to accomplish these purposes. Any individual or entity desiring an easement must present specific plans to the Architectural Review

Committee or the Board of Directors, 30 days prior to commencement of any construction or maintenance activity.

7. Article V, Architectural Review Committee, Section 3, Guidelines of the Covenants, Conditions and Restrictions is amended to read as follows:

3. Guidelines. In determining whether to approve a proposed structure, addition, or alteration, the Architectural Review Committee shall consider the following guidelines:

- a. Building Materials. In keeping with the planning and design considerations given to the natural environment, certain building materials are more appropriate than others.
- b. Minimum House Size. Housing units shall have the following minimum square footage requirements.

ADDITION	<u>MINIMUM SQUARE FOOTAGE</u>
	<u>MINIMUM HOUSE SIZE (S.F.)</u>
FIRST (Lots 1-24)	3,500
SECOND (Lots 25-30)	2,200
THIRD (Lots 31-37)	2,200
FOURTH (Lots 38-44)	2,200
FIFTH (Lots 45-54)	2,200
SIXTH (Lots 55-60)	1,800
SEVENTH (Lots 61-67)	1,800
EIGHTH (Lots 68-73)	1,800
NINTH (Lots 74-84)	2,200
TENTH (Lots 85-94)	2,200
ELEVENTH (Lots 95-104)	2,200
TWELFTH (Lots 105-114)	2,200

- Square footages shown above are exclusive of porches, garage, decks or basements.

- c. Driveways. Driveways shall be concrete, asphalt, or special paving i.e., brick, interlocking concrete paver, stamped concrete, etc. Every driveway shall provide positive drainage away from the house and garage. Driveway aprons must be paved and patterned in the same manner as the driveway. No curb-side parking areas may be created by extending any portion of the street pavement.
- d. Parking. Minimum parking requirements are two spaces within a garage and two spaces off of the street and on paved area within building setbacks. Parking on street must be limited to special occasions.

- e.** **Roofs.** All plans for roof, roof pitches and overhangs must be submitted to and approved in writing by the Architectural Review Committee, prior to construction. Roof colors and textures shall be an integral part of the exterior color scheme of the building.

Cedar wood shingles or shakes, concrete tiles with natural texture and color, natural clay tiles or ribbed metal of warm colored finish (specialty areas only) are the only permitted types of roofs on homes located on Lots 1-24, inclusive, Wynstone First Addition and Lots 101-104, inclusive, Wynstone Eleventh Addition, and Lots 105-114, inclusive, Wynstone Twelfth Addition.

Other types of roofs such as fiberglass shingles, asphalt shingles in warm earth tones, and masonite shingles are permitted on the remaining Lots within the Property (in addition to those types of roofs listed in the preceding paragraph).

Roofs consisting of rolled asphalt are not permitted on any of the Lots within the Property.

- f.** **Siding Materials.** Siding materials bear the same consideration as roofing materials. Natural materials such as stone and wood inherently work well with their surroundings, as do man-made materials of natural color and material such as brick.

In addition, large expanses of a single material, especially if unbroken by detail or depth, can become overpowering to the rest of the building form and surroundings. On the contrary, the use of too many different materials or textures can create confusion and distract from an otherwise good design.

Not Permitted:

Aluminum or steel siding (aluminum soffits & fascia ARE permitted)

Plywood (except as panel infill)

Cement asbestos siding

All plastics (composite materials & vinyl allowed on deck & railings only)

Simulated brick

Wynstone Homeowners Association represents and warrants, by its signature below, that it is signing this instrument on behalf of the Members representing at least two-thirds of the Lots who approved the above-stated amendments to the Declaration including the By-Laws.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

Wynstone Homeowners Association

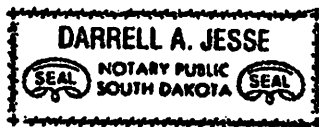
By: Rob Shuey
Rob Shuey, President

By: Kelli L. Fernando
Kelli L. Fernando, Secretary

STATE OF SOUTH DAKOTA; COUNTY OF UNION :SS

On this, the 19 day of April, 2007, before me, the undersigned officer, personally appeared Rob Shuey and Kelli L. Fernando, who acknowledged themselves to be the President and Secretary of Wynstone Homeowners' Association and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the association by themselves as President and Secretary.

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



Darrell A. Jesse
Notary Public
My Commission Expires: 2-10-2009