

**RESTRICTIVE COVENANTS**

ROI, Inc. ("ROI"), is the owner of the following-described real property:

Lot 1B of Lot 1 of Roykota Subdivision in the SE¼SW¼ of Section 27-T126N-R55W of the 5<sup>th</sup> P.M., Marshall County, South Dakota, according to the plat thereof of record

("the Property"). As such owner, ROI makes the following declarations as to limitations, restrictions, and uses to which the Property may be put. Such declarations shall constitute covenants running with the land, as provided by law, and shall be binding upon all parties hereto and all persons claiming under or through ROI. Such declarations shall benefit and limit all future owners of the Property. These declarations are designed and intended to keep the Property desirable and uniform and maintain property values. In furtherance of these purposes, the following restrictions are made:

Use of Property

1. All of the Property shall be used solely for residential purposes. No manufacturing or commercial enterprise of any kind shall be maintained on the Property, nor shall any of the Property be used in any way for other than strictly residential purposes. Any activity which generates more than normal residential motor vehicle traffic shall be considered a commercial activity for purposes of this restriction, but construction of new buildings or improvements to existing dwellings shall not be considered a prohibited activity.
2. The Property may not be used for fairs, exhibitions, festivals, shows, or other activities that attract or are intended to attract, divert, or collect a large number of persons.
3. No cattle, hogs, poultry, or other farm livestock shall be raised, bred, or kept on the Property, except that pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
4. Use of the Property shall comply with the Marshall County zoning ordinances.
5. No tents, campers, or mobile or motor homes/recreational vehicles may be used on the Property for more than four consecutive days nor more than four days out of every seven days.
6. No noxious or offensive activities shall be carried on upon the Property, particularly anything which may constitute a nuisance under state or local law.

041883

STATE OF SOUTH DAKOTA, COUNTY OF MARSHALL: SS

FILED THIS 11 DAY OF July 2000 AT 10:45 O'CLOCK A.M. BOOK LLM PAGE 585-588

*Claudia Walker*

REGISTER OF DEEDS

DEPUTY

FEES \$ 16.00 pd

7. Owners of the Property shall not be entitled to any free or discounted services from the resort or golf course. However, as long as ROI has a boat ramp and dock at the resort, the Property owners may use such boat ramp and dock, but ROI shall be under no obligation to replace or repair the boat ramp or dock for the benefit and use of Property owners if the resort's boat ramp or dock are destroyed or are no longer in service.

8. The Property shall be maintained and cared for in such manner that it does not become an eyesore or in any other way detract from beauty of the resort area. Unsightly and unattractive or rundown buildings, fences, and junk cars, rubbish piles, and garbage would detract from the resort business and are prohibited.

9. There are currently sixteen (16) trailer or mobile homes situated on the Property. This is the maximum number of permanent dwellings which are allowable on the Property.

10. The Property may be subdivided by the owners thereof. Any subdivision must comply with applicable zoning regulations and contain a maximum of eight (8) lots.

#### Structures and Setbacks

11. No building may be located within fifty feet (50') of the high-water mark. This provision prohibits the building of a boathouse along the shore, but docks and boat lifts, if not enclosed, are permitted.

12. Mobile or modular homes are permitted if they meet the following requirements: permanently affixed to the ground and skirted.

13. Space for parking of vehicles shall be adequately and neatly provided.

14. No building or structure of any type, including fences, shall be constructed so as to obstruct the view of the shoreline.

15. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five feet square advertising a residence for sale or identifying the occupant of the home for the benefit of visitors.

16. Any propane tanks to be located on the Property shall be installed in accordance with state and local safety regulations.

17. All buildings shall be completed on the exterior within one year from the date of commencement of construction.

#### Utilities

18. ROI shall not be responsible for providing sewer or water services to the Property. However, a drainfield serving some of the homes located upon the Property is currently located on ROI property. ROI shall not be responsible for maintenance or repair of the drainfield, but shall allow continued use of such drainfield by separate easement. This grant of continued use shall not include the right to increase the size of the drainfield.

19. ROI shall not be responsible or liable for maintenance of any access roads located within the Property. The Property abuts a road maintained by the township near the west end of the Property. Owners of the Property shall obtain access to the Property from the township road, and access within the Property for the various trailer or mobile homes shall be provided by a road located within the Property, and not across other property owned by ROI surrounding the Property.

20. ROI shall not be responsible for garbage services. Owners of the Property shall be responsible for proper disposition of garbage. Garbage shall be maintained in secure containers so that animals, such as dogs, cats, racoons, and skunks, cannot obtain access to the garbage. Likewise, the owners of the Property shall not allow weeds to grow or maintain rubbish piles on the Property.

#### Non-Competition

21. ROI operates a resort, with eating facilities, bait shop, golf course, boat rental, and cabin rental. No competing business may be operated for profit or otherwise on the Property.

#### General

22. These restrictive covenants may be enforced by any owner of the Property, or by several owners acting jointly, or by ROI. ROI, as developer of the Property, does not retain exclusive rights to enforce these covenants, nor shall it be obligated to enforce such covenants. The restrictions contained herein shall apply to the Property as though such restrictions were included on the face of the deed of conveyance to all subsequent owners.

23. The invalidation of any of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Each of these provisions is hereby declared to be separate and independent from all other provisions.

IN WITNESS WHEREOF, ROI has executed these restrictive covenants on the day and year indicated below.

ROI, Inc.

By Kent Duerre  
Kent Duerre, Its President

By Tom Opsahl  
Tom Opsahl, Its Secretary

STATE OF SOUTH DAKOTA            )  
  : ss.  
COUNTY OF MARSHALL            )

On this 11<sup>th</sup> day of June, 2000, before me, the undersigned officer, personally appeared KENT DUERRE and TOM OPSAHL, who acknowledged themselves to be the President and Secretary of ROI, Inc., a South Dakota corporation, and, as such officer, being authorized so to do, executed the foregoing instrument in the capacity therein stated for the purposes therein contained, by signing the name of the corporation as such officer.

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



Dana J. Frohling  
Notary Public -- South Dakota  
My Commission Expires: \_\_\_\_\_

DANA J FROHLING  
MY COMMISSION EXPIRES 09-22-04

Prepared by Spiry & Frohling, LLP  
P.O. Box 919, Britton, SD 57430-0919  
Tel. 605-448-2273