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KATHLEEN HILL, REGISTER OF DEEDS
LINCOLN COUNTY, SOUTH DAKOTA

Recording Fee: \$ 28.00
Return To: DIAMOND VALLEY LLP

Prepared By:
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FIFTH AMENDED DECLARATION OF RESTRICTIONS AND COVENANTS TO RUN WITH THE LAND

PART "A" PREAMBLE

THIS FIFTH AMENDED DECLARATION, made the 14th day of May, 2010, by Diamond Valley, L.L.P. (hereinafter referred to as "Developer"), with its principal office located in Sioux Falls, South Dakota, being fully qualified and chartered to do business in the state of South Dakota.

WHEREAS, Developer is the owner of certain real property located within Lincoln County, South Dakota, and described as follows:

Lots 1-9, Block 1, Lots 2B, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 13, 15B, 16B, 17B, 18A, 19, 20, 32-46 and 47A, Block 2, Lots 11A, 12A, 13A, 14A, 15, 16, 17, 18 and 19, Block 3, Lots 1 and 2, Block 17; and Tract 6, Diamond Valley Addition to the City of Sioux Falls, Lincoln County, South Dakota

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot". The Developer desires to provide for the preservation of the values and amenities of such community and for the maintenance of the character and residential integrity of the Lots.

WHEREAS, the Developer shall have the right, without obtaining the consent of the Owners to bring within the scheme of Diamond Valley Addition and this Declaration additional real property which will be described in additional plats to be recorded. Such supplemental plats and Declarations may contain certain modifications and complimentary additions to reflect the different character, if any, of the additional property which will become a part of the Diamond Valley Addition.

NOW, THEREFORE, the Developer hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants and conditions shall be binding upon all parties having or acquiring

any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot, as and shall be subject to all and each of the following conditions and other terms:

PART "B"
EASEMENTS RESERVED

Easements and rights of way for utility purposes, functions and surface water drainage are hereby expressly reserved to the Developer, its successors and assigns. Developer reserves an easement five feet in width on either side of any lot lines except lot lines that separate the lots from a city street. Lot lines that separate lots from city streets shall have an easement ten feet wide starting immediately inside the lot line. Such easements may be used for the location of underground electric, communication cables, water lines, sewer lines, gas lines or other utilities as may be needed. The Owner of said easement reserves the right to excavate, contract, repair and maintain the lines, however, the property must be repaired and returned as nearly as possible to its original condition.

The purchasers of Lots in the Diamond Valley Addition shall at their own cost and expense keep and preserve the portion of the easement and right-of-way within their own property line at all times in a good condition of repair and maintenance and neither erect nor permit erection of any building or structure of any kind within said easements which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction and patrolling of any of the utility services located therein.

PART "C"
RESIDENTIAL AREA COVENANTS

C-1. Approval of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained nor shall any addition to or change or alteration herein be made until the plans and specifications showing the nature, kind, shape, heights, materials, floor plans, location and approximate cost of such structure shall have been submitted to and approved in writing by Developer, as provided for in paragraph C-3 below.

In the event said Developer fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted, such approval will not be required and this covenant will be deemed to have been fully complied with.

C-2. Committee. The Managing Partner of Developer together with their consultants shall constitute the Committee. The Committee shall perform those duties and functions as set forth in this Indenture.

C-3. Building Code and Zoning. Building locations, building construction, landscaping and any and all other improvements made to lots located within this development must conform to ordinances of the City of Sioux Falls, South Dakota, as amended, as minimum standards.

C-4. Temporary Structures. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot any time as a residence, either temporarily or permanently.

(a.) Exception. A temporary sales office may be constructed by Developer or a home may be used by Developer as a sales office during the development period.

C-5. Removal of Soil and Grade Level. No soil may be removed from this addition resulting from an excavation without the prior approval of Developer, and there shall be no material change in grade levels as it now exists without prior approval of Developer. The grade level at the lot line may not be changed without approval in writing from Developer.

C-6. Hedges or Fences. No fences shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line as provided by the ordinances of the City of Sioux Falls. Any chainlink fences must have vinyl coated wires, black or brown in color. No fence shall be more than 6' in height. Cedar fences shall not be allowed on any lot abutting the Prairie Green Golf Course.

C-7. Replatting or Subdividing. No one, except Developer, shall at any time ever re-plat, subdivide, or resubdivide any lot into a smaller lot, or in any other manner change the Plat of Diamond Valley Addition, an addition to the City of Sioux Falls, as the same is now shown on the recorded Plat of this Addition, provided, however, lot owners may acquire land from adjacent lots for the purpose of increasing the size of their lot, but any lot so increased in size may never contain more than one detached single family dwelling.

C-8. 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. Dog runs or kennels shall not be permitted in the front yard or the required rear yard and side yard setbacks, and the dog runs or kennels must be approved by the Developer. The location, plans, specifications and materials must be submitted to the Developer prior to the commencement of construction.

C-9. Nuisances. No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot in said Addition nor shall anything be done which may be or become an annoyance or nuisance as defined by law, to the neighborhood or individuals residing or owning property therein.

C-10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage or other waste shall not be kept except in sanitary containers.

C-11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising a residence for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. On vacant lots, no signs shall be over three square feet.

C-12. Vacant Lots. Owners of vacant lots must keep them neat and clean in appearance and must maintain them by mowing at least twice a year. Upon failure to do this, and after a three day notice is given, Developer may perform such maintenance as necessary and bill the lot owner for the expense incurred.

C-13. Tree Planting. No box elder, cottonwood, Chinese elm or poplar trees shall be planted on any lot in this addition.

C-14. Clothes Line. No clothes line shall be permitted outside of any dwelling at any time.

C-15. Antennas and Discs. No exterior television or radio antenna of any sort, and no satellite receiving stations (discs) over 18" in diameter, shall be permitted on any Lot.

C-16. Motor Vehicles. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. These vehicles must have current licenses and be in operable condition. However, this shall not apply to trucks, tractors, or commercial vehicles which are necessary for construction of residential dwellings during the period of construction. Recreational Vehicles (RV's) are prohibited unless garaged, except those RV's that are owned by guests.

C-17. Repair of Vehicles. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time, nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot.

C-18. Storage Buildings. Free standing storage buildings and garages shall not be permitted on any lot.

PART "D"
GENERAL PROVISIONS

D-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date the original declaration is recorded. After which time said covenants shall be automatically extended for successive periods of ten years. Covenants may be changed any time a majority of the owners sign and record an instrument to change said covenants in whole or part.

D-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. Amendments. Until all of the property in Diamond Valley Addition is sold by the Developer, the Developer may amend these covenants, conditions and restrictions running with the land.

D-4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Dated the year and date first above written.

Diamond Valley, L.L.P.

By: 

Donald A. Dunham, Jr.

Managing Partner

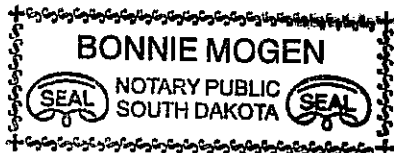
STATE OF SOUTH DAKOTA)

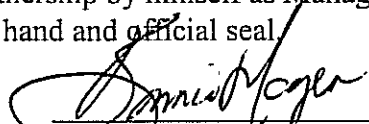
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COUNTY OF MINNEHAHA

On this 17 day of May, 2010^{BN}, before me, the undersigned officer, personally appeared Donald A. Dunham, Jr., who acknowledged himself to be the Managing Partner of Diamond Valley, L.L.P., a South Dakota Limited Partnership, and that he, as such Managing Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Managing Partner.

In Witness Whereof, I hereunto set my hand and official seal.





Notary Public - South Dakota

My Commission Expires: 10/19/12