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Micro <input checked="" type="checkbox"/>	FILED FOR RECORD STATE OF SOUTH DAKOTA LYMAN COUNTY 24 day of June, 2008 at 4:05 P.M. RECORDED BY MICROFILM NO. 08-336 Tracy Banker REGISTER OF DEEDS
Indexed <input checked="" type="checkbox"/>	
Grantor <input checked="" type="checkbox"/>	
Grantee <input checked="" type="checkbox"/>	
Transfer <input type="checkbox"/>	
General <input type="checkbox"/>	
Fees 48.00	



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
 CEDAR BLUFFS DEVELOPMENT
 OACOMA, SOUTH DAKOTA**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CEDAR BLUFFS DEVELOPMENT, OACOMA, SOUTH DAKOTA, herein "this Declaration", made this 6th day of June, 2008,

WITNESSETH:

WHEREAS, Oasis Motel Ventures Limited Partnership, a South Dakota Limited Partnership, herein "The Developer", by Kelly Inns, Ltd., a South Dakota Corporation, a Co-General Partner and Al's Oasis, Inc., a South Dakota Corporation, a Co-General Partner, is the owner of the real property referenced in ARTICLE II of this Declaration, herein "the Real Property", and

WHEREAS, the Real Property possesses a beauty unique to the prairie, bluffs and breaks overlooking the Missouri River and worthy of preservation in harmony with residential development, and

WHEREAS, The Developer desires to create thereon a residential community, with native prairie and common areas, for the benefit of said community, and

WHEREAS, The Developer desires to provide for the protection of the investment in said community, for the maintenance of said native prairie and common areas, and for added value to the Real Property by promoting the prairie theme in harmony with residential development and to this end desires to subject the Real Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, all of which is and are for the benefit of the Real Property and each owner thereof, and

WHEREAS, The Developer deems it desirable for the efficient preservation of the

values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, The Developer has caused or will cause the incorporation, under the laws of the State of South Dakota, of a non-profit corporation, Cedar Bluffs Homeowners Association, for the purpose of exercising the functions aforesaid, and

WHEREAS, The Developer will sell lots platted in the Real Property to various purchasers,

NOW, THEREFORE, The Developer declares that the Real Property is, and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth which shall run with the Real Property and be binding on all parties having any right, title, or interest in the Real Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- a. "Association" shall mean and refer to Cedar Bluffs Homeowners Association, its successors and assigns;
- b. "Cedar Bluffs Development" shall mean and refer to all such properties and additions thereto as are subject to this Declaration;
- c. "Common Properties" shall, except as provided herein, mean and refer to the native prairie areas, common areas, roadways and personal properties incident thereto and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents of Cedar Bluffs Development;
- d. "Developer" shall mean and refer to Oasis Motel Ventures Limited Partnership, a South Dakota Limited Partnership, its successors, and assigns;
- e. "Lot" shall mean any lot created by platting of the Real Property, as shown upon the recorded plat(s) thereof;
- f. "Member" shall mean and refer to all Owners who are Members of the

Association as provided in ARTICLE III hereof;

g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Residential Structure situated upon Cedar Bluffs Development, but, notwithstanding any applicable language in any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure; and

h. "Residential Structure" shall mean and refer to a building which is designated and intended for use and occupancy as a residence by a single family.

ARTICLE II Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Lyman and State of South Dakota, and is more particularly described on the annexed and incorporated Exhibit "A", all of which real property shall, as aforesaid, hereinafter be referred to as "The Real Property."

ARTICLE III Membership and Voting Rights in the Association

Section 3.1 Membership. The Developer shall be the sole Member of the Cedar Bluffs Homeowners Association until the happening of either of the following events, whichever first occurs:

- a. When the last Lot created by the Developer on the Real Property is sold; or
- b. At the Developer's discretion.

Section 3.2 Voting Rights. From and after the happening of either of these events, whichever first occurs, every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall become a Member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Such Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any

Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
Property Rights in the Common Properties and Easements

Section 4.1. Members' Easement of Enjoyment. Subject to the provisions of Section 4.3 of this ARTICLE, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. Notwithstanding the foregoing, no one (1) or more Member shall have the right to alter the Common Properties in any fashion including, without limitation, the removal or pruning of any vegetation.

Section 4.2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than upon the closing of the initial sale of the Lot constituting the initial sale of two-thirds (2/3) of the Lots created by Developer in the Property.

Section 4.3. Extent of Members' Easements. The rights and easements of enjoyment created hereby and the title of the Association to the Common Properties shall be subject to the following:

- a. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties, and in aid thereof to mortgage said properties;
- b. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;
- c. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and to suspend the said enjoyment rights for any period not to exceed thirty (30) days and to impose a fine not to exceed One Hundred Dollars (\$100.00), or such other amount as may, from time to time, be set by the Association, for each infraction of its published rules and regulations, with interest thereon until paid at the rate set from time by the Association and with assessment against such Member in the amount of any actual attorney fees and costs incurred by the Association in connection with such infraction or collection of sums due the Association and with interest thereon until paid, as aforesaid; provided, however, that nothing contained in this Paragraph 4.3. c. shall

be deemed to deny an Owner access to and from his Lot or Residential Structure located in Cedar Bluffs Development and the right to receive utility services;

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

e. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes of as to the conditions thereof shall be effective unless an instrument signed by three-fourths (3/4) of the Members has been recorded agreeing to such dedications, transfer, purpose, or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken, subject, however, to the right of the Developer during the period of construction to dedicate or transfer all or any part of the Common Properties or Lots necessary to affect public utility service to the Common Properties or Lots.

Section 4.4. Easements. Easements and rights of way for utility, sewer and drainage purposes and functions are hereby expressly conveyed to the Association, its successors and assigns, as appear or will appear on the plat(s) of the Real Property.

Such easements may be used as private ways for access to remote areas or for the location of underground electric or communication cables, storm drainage, or sanitary sewers, pipelines for supplying gas, water, or heat, including main, service pipes, and equipment and drainage purposes.

Each purchaser of a Lot in the Cedar Bluffs Development shall at his, her, or its own cost and expense, except as may otherwise be provided herein, keep and preserve that portion of the easement and right of way within his, her, or its own property line at all times in a good condition or repair and maintenance and neither erect nor permit erection of any future building or structure of any kind within said easement which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction, and patrolling of any of the utility services located therein.

ARTICLE V

Covenants for Maintenance Assessments

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. The Association, for each Lot owned by it within Cedar Bluffs Development, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to

covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each such Lot and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the Owner of each such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of preserving the native prairie and other attributes of the Real Property and promoting the recreation, health, safety and welfare of the residents of Cedar Bluffs Development and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of real estate taxes, insurance, repair, replacement, and additions, and for the cost of labor, equipment, management, and supervision. Owners of Lots shall be responsible for their own real estate taxes.

Section 5.3. Annual Assessments. The annual assessments shall be determined by the Association, after consideration of current costs and future needs of the Association, and payable as hereinafter provided. Said assessments shall be set annually for each twelve-month (12-month) period beginning upon the closing of the initial sale of the Lot constituting the initial sale of one-half (1/2) of the Lots created by Developer in the Property. There will be no assessment on vacant Lots owned by the Developer.

Section 5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.3. hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5.5. Change in Annual Assessments. The Association may change the assessments prospectively for any period, provided that any such change shall have the assent of two-thirds (2/3) of the vote of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at

least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5.6. Quorum. The quorum required for any action authorized by Sections 5.4. and 5.5. hereof shall be as follows: At the first meeting called, as provided in Sections 5.4. and 5.5. hereof, the presence at the meeting of Members or of proxies entitled to cast fifty per cent (50%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at that meeting, another meeting may be called subject to the notice requirements set forth in Sections 5.4. and 5.5. and the required quorum at such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meetings.

Section 5.7. Due Date of Commencement of Annual Assessments: Payment of the annual assessments provided for herein shall be made on a monthly basis and shall become due and payable on the first day of each month. Such monthly assessments are to be set by of the Association and may provide for escrowing of certain expenses such as real estate taxes and insurance. The due date of any special assessment under Section 5.4. shall be fixed in the resolution authorizing such assessment.

Section 5.8. Duties of the Board of Directors. The Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period and shall at that time prepare a roster of the properties and assessment applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written Notice of the Assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 5.7. hereof), then such assessment shall become delinquent and shall, together with any related fine, interest thereon at a rate set from time to time by the Association and to commence thirty (30) days after the delinquency date, and costs (as referenced in Section 4.3. hereof), together with interest thereon and costs of collection thereof (in like fashion and to the extent as is provided in Section 4.3. hereof) become a continuing lien on The Property which shall bind such properties in the hands of the then Owner, his, her, or its heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her, or its personal obligation for the statutory period and shall not pass to his, her, or its successors in title unless expressly assumed.

If the assessment is not timely paid, the Association may bring an action at law

against the Owner personally obligated to pay the same, or to foreclose the lien against The Property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney fee to be fixed by the court, together with the cost of this action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his, her, or its Lot.

Section 5.10. Uniform Right of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 5.11. Subordination of Liens to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release a Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 5.12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and
- b. All Common Properties.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI Roadways and Maintenance

The Association shall have control and direction of all the roadways, sidewalks, esplanades, or other similar areas within the Real Property, which shall remain private and shall not be used for ingress or egress from adjoining property which is not subject to this Declaration. The Association may direct and prescribe the character, construction, and maintenance of all improvements on such roadways, sidewalks, esplanades, or other areas including planting, paving, curbing, sidewalks, street lighting, or other such improvements.

ARTICLE VII Use of Land

Section 7.1. Required Use. Each Lot shall be used only for one (1) Residential Structure and one (1) attached or detached garage.

Section 7.2. Restricted Uses. No outbuildings (other than one [1] detached garage, as aforesaid), modular homes, mobile homes, tents, shacks, barns, temporary buildings, manufactured houses, structures of a temporary character, free-standing sheds, storage buildings, treehouses, or playhouses shall be erected on any Lot at any time. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done on any Lot that may be or become an annoyance or nuisance to the neighborhood. No Lot shall be used as ingress to or egress from any adjacent real property which is not a part of the Real Property.

Section 7.3. On-Street Parking. On-street parking is restricted to emergencies, other than with the written advance permission of the Association. Other than parking by guests on a short-term basis, no automobile shall be parked or left on any portion of a Lot other than inside a garage and no vehicle shall be visible unless it is in operating condition with current license plates. The outdoor repair of automobiles is prohibited upon any portion of the Real Property.

Section 7.4. Approval of Plans. Should an Owner not choose one of the building plans pre-approved by Developer, in writing, prior to construction of a Residential Structure or garage, including decks and patios, on any Lot, it shall be mandatory for the Owner to first submit a plan of such construction to the Association for written approval. No construction work of any nature whatsoever, including without limitation grading or excavation, shall be started on a Lot before such plan is approved in writing by the Association. Residential Structures shall have a minimum of One Thousand Five Hundred (1,500) square feet of living space on the ground level and all structure shall have a muted earth tone exterior, a sample of which shall be provided to the Association for pre-approval, in writing. Roofs shall have wood shakes or architectural grade asphalt shingles and shall be of a weight and color pre-approved, in writing, by the Association after provision of a sample by the Owner. Determination of suitability of any Lot or part thereof for construction and landscaping, including without limitation soil testing thereon, shall be the sole responsibility of the Owner.

Section 7.5. Drainage and Final Grade. It is the responsibility of the Owner to provide final grade verification to the Association to assure proper drainage in accordance with any applicable governmental authority and/or Association approved grading plan. Restoration of any unauthorized alternation to Lot grade shall be the obligation of the Owner.

Section 7.6. Dwelling Setback. No dwelling or any part of thereof shall be erected or maintained on any Lot nearer to the adjoining street or streets than fifty (50) feet nor

nearer to any common lot line than twenty (20) feet. Steps leading to dwellings may extend beyond such building limit lines, provided the steps are not higher than the level of the first floor of the dwelling.

Section 7.7. Decks and Patios. Decks and patios shall be considered an extension of the home. If there is a door leading outside, there must be a walkway, deck or patio attached thereto. No exposed rim board for future deck construction shall be permitted. Deck material shall be of natural wood or simulated wood construction, painted or stained depending on home style. Patios of poured or stamped concrete, pavers or stone with a mixture of textures are encouraged.

Section 7.8. Fences. No fence shall be erected or maintained except for: (a) a fenced area attached to the Residential Structure or garage, having dimensions pre-approved, in writing, by the Association to confine pets, provided that, if constructed of chain link, the chain link shall be black or brown coated vinyl chain link and the area shall be screened with natural wood or simulated wood products or landscaping pre-approved, in writing, by the Association; (b) small sections of privacy fencing to screen patios or other rear yard improvements from off-lot views provided the profile of the fence is of natural wood or simulated wood products; and (c) lot perimeter fences of a style pre-approved, in writing, by the Association and of natural wood or simulated wood products and not exceeding four (4) feet in height from grade.

Section 7.9. Lighting. All lighting associated with The Real Property, including but not limited to house, yard, and street lights shall be downcast boxed lighting, the purpose of which is designed to be focused on the ground as opposed to towards the sky. Such lighting shall not illuminate areas beyond the Lot lines and the bulb or other light source shall not be visible beyond the Lot lines.

Section 7.10. Play Structures and Equipment. All play structures and similar equipment must be pre-approved, in writing, by the Association and may not include a playhouse. Play structures of natural wood or simulated wood construction of Rainbow® type and quality are encouraged for aesthetic and safety purposes.

Section 7.11. Animals. No animals, livestock, or poultry of any kind shall be kept on any Lot except dogs, cats, or other conventional domestic household pets may be kept, provided that they are not kept for any commercial purposes. All pets must be confined upon the Owner's Lot.

Section 7.12. Motorized Road and Recreational Vehicles. No motorized means of conveyance is allowed in or on off-road areas of Common Properties. The operation of motorized road and recreational vehicles, including but not limited to motorcycles and three and four wheelers, is restricted to paved roads between the hours of 9:00 A.M. and 10:00 P.M.

Section 7.13. Limitations Upon Landscaping, Ornamentation, and Discharge of Water. Owners may landscape with native plants, shrubs, and trees within thirty-five (35) feet around his, her, or its Residential Structure. All areas outside the above described area shall remain in native prairie condition. The thirty-five (35) foot area, described above, may include a hot tub or in-ground swimming pool. No permanent lawn ornaments of any kind are to be erected or displayed anywhere on the Property. "Lawn ornaments" includes, but is not limited to, ceramic people and animals, windmills, plastic animals of any sort, and signs. Nothing herein is intended to preclude holiday decorations, provided that the same do not violate the lighting restrictions in Section 7.9, above. No water, whether for watering of plants or otherwise, may be discharged on the surface of any Lot outside the thirty-five (35) foot area described above.

Section 7.14. House Identification. All house numbers and address designation shall be of a type and style approved in writing by the Association.

Section 7.15. Billboards. The construction or maintenance of signs, billboards, or advertising structures of any kind on any Lot is prohibited, except that one sign or billboard advertising the rental or sale of property is permitted, provided it does not exceed five (5) feet on any one dimension, and except that signs of a larger size, advertising Cedar Bluffs Development, may be erected by the Association.

Section 7.16. Storage Tanks. No tank for the storage of water, oil, petroleum, or other fluids may be maintained on any of the Lots above the surface of the ground, with the exception that propane tanks screened on all sides with natural wood or simulated wood products in a color compatible with the Residential Structure and of a height not exceeding four (4) feet shall be permitted.

Section 7.17. Trash Collection. For so long as the Association provides central garbage and refuse collection, facilities and structures therefor are not permitted on Lots and, in any event, no outdoor garbage and refuse containers shall be visible on any Lot.

Section 7.18. Mailboxes. For so long as the Association provides a central mailbox area, none are permitted on the Real Property and, in any event, mailboxes shall be of a uniform size, shape, and location pre-approved, in writing, by the Association.

Section 7.19. Building Material. No building material of any kind or character shall be placed or stored on any Lot until the Owner of it is ready to commence improvements and then the material shall be placed within the Real Property lines of the Lot on which the improvements are to be erected and shall not be placed in the streets or between the street and property line.

Section 7.20. Storage of Recreational Vehicles. No outdoor storage of boats,

motor vehicles, motorcycles, three or four wheelers or other outdoor recreational vehicles, or trailers shall be permitted on any Lot.

Section 7.21. Satellite Dishes. There shall be no satellite dishes, other than smaller 18 inch dishes of the Direct TV type , towers or antennas located on any Lot unless pre-approved, in writing, by the Association.

Section 7.22. Alternative Energy Sources. There shall be no wind turbines or solar panels located on any Lot.

Section 7.23. Heating and Cooling Units. There shall be no window or wall heating units, nor shall there be window air conditioning units or rooftop swamp coolers located on any Lot.

Section 7.24. Above-Ground Swimming Pools. There shall be no above-grade swimming pools located on any Lot.

Section 7.25. Relocated Buildings. There shall be no moving or relocating existing houses or garages onto The Property.

Section 7.26. Mining Activities. No mining activities, including digging private water wells or septic or sanitary sewers systems shall be permitted on any Lot without prior written authorization by the Association.

ARTICLE VIII General Provisions

Section 8.1. Duration. The covenants, restrictions, easements, charges and liens of this Declaration shall run with and bind the Real Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, restrictions, and easements shall be automatically renewed for successive periods of ten (10) years.

Section 8.2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing.

Section 8.3. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.4. Amendment. This Declaration may be amended during its term by an instrument signed by Owners of seventy-five per cent (75%) of the Lots. Any amendment shall be recorded.

Section 8.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 8.6. Pecuniary Gain. Notwithstanding anything previously recited within this Declaration, the Association may return and compensate outside independent contractors for various services including professional services notwithstanding the fact that a Member of the Association may be a principal in the firm or firms obtained as independent contracts and, thus, a participant in the remuneration and pecuniary gain to said independent contractor.

Dated at Sioux Falls, South Dakota, this 8 day of May, 2008.

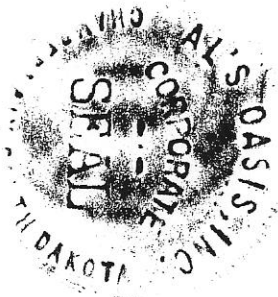
Oasis Motel Ventures Limited Partnership
By KELLY INNS, LTD., Co-General Partner

By: [Signature]
President, Its CEO

Dated at Oacoma, South Dakota, this 6th day of May, 2008.

Oasis Motel Ventures Limited Partnership
By AL'S OASIS, INC. Co-General Partner

By: Al's Oasis, Inc.
Dee Geddes, Its Pres.

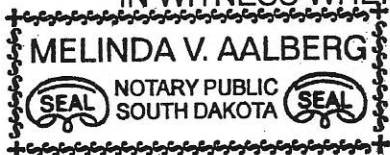


State of South Dakota)

County of Minnehaha) :ss.

On this the 8th day of May, 2008, before me the undersigned Officer, personally appeared Brenda Schmidt, who acknowledged herself to be the President of **Kelly Inns, Ltd.**, a South Dakota Corporation, and that she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Oasis Motel Ventures Limited Partnership** by Brenda Schmidt as President of **Kelly Inns, Ltd.**

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



[Signature]
Notary Public – State of South Dakota
(SEAL)

My Commission Expires: 5/2/09

State of South Dakota)
County of Lyman) :ss.

On this the 6th day of May, 2008, before me the undersigned Officer, personally appeared Debbie Geddas, who acknowledged _____ to be the President of **Al's Oasis, Inc.**, a South Dakota Corporation, and that _____, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Oasis Motel Ventures Limited Partnership** by Debbie Geddas as President of **Al's Oasis, Inc.**

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



[Signature]
Notary Public – State of South Dakota
(SEAL)

My Commission Expires: 9/25/12

RHISERVERIOASISMOTELVENTURESLIMITEDPARTNERSHIPDECLARATION06-12-07

EXHIBIT A

Lots 1, 2, 3, 4, 5, 27, 28, 29, 30, 31 and 32 of Cedar Bluffs First Addition and portions of Bluffs Road, Jon Court, and Ashton Lane, in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Five (5), the East One Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Eight (8), and the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township One Hundred Four (104) North, Range Seventy-One (71), West of the 5th P.M., Lyman County, South Dakota.