

AMENDMENT NO. 1 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. 1 TO
WYNSTONE DEVELOPMENT
DECLARATION OF COVENANTS, CONDITIONS,
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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, President

By: _____
Richard J. Wegher, President

By: _____
Michael D. Hammond, Secretary

By: _____
Michael D. Hammond, Secretary

STATE OF SOUTH DAKOTA :
 :SS
COUNTY OF UNION :

On this ____ 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.

(SEAL)

Notary Public in and for said State
My commission expires:

STATE OF SOUTH DAKOTA :
 :SS
COUNTY OF UNION :

On this _____ 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.

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My commission expires: