Prepared by and after
recording return to:
Kristi M. Laber
CADWELL SANFORD DEIBERT & GARRY, LLP
200 East 10th Street, Suite 200
Sioux Falls, South Dakota 57104
Phone: (605) 336-0828

RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT (this "Covenant") is made and entered into this 8th day of Sept., 2015, by and between WILLIAM PLOOSTER AND MURIEL PLOOSTER, a married couple, of 27102 Eagle Ridge Place, Harrisburg, SD 57032; JOSEPH S. OLSEN, TRUSTEE AND NANCY L. OLSEN TRUSTEE, OF THE NANCY L. OLSEN LIVING TRUST DATED THE 22ND DAY OF MARCH, 2007, of 27106 Eagle Ridge Place, Harrisburg, SD 57032; DONALD JONES AND MARCIA JONES, a married couple, of 27110 Eagle Ridge Place, Harrisburg, SD 57032; JAMES TENCATE AND NANCY TENCATE, a married couple, of 27114 Eagle Ridge Place, Harrisburg, SD 57032; WILLIAM HEASTON AND DORRIS HEASTON, a married couple, of 27118 Eagle Ridge Place, Harrisburg, SD 57032; DANA OAS AND NANCY OAS, a married couple, of 27122 Eagle Ridge Place, Harrisburg, SD 57032; BRENT J. TJEERDSMA AND DENISE TJEERDSMA, a married couple, of 27124 Eagle Ridge Place, Harrisburg, SD 57032; and TIMOTHY VANDERPAN AND MELODY VANDERPAN, a married couple, of 27126 Eagle Ridge Place, Harrisburg, SD 57032, (collectively "Homeowners"), SPRING CREEK EAST HOMEOWNERS' ASSOCIATION, INC., a South Dakota nonprofit corporation, of 27122 – 480th Avenue, Harrisburg, South Dakota 57032 ("Association"), SPRING CREEK COUNTRY CLUB, INC., a South Dakota corporation, of 27122 – 480th Avenue, Harrisburg, SD 57032-8201 ("Spring Creek"), and SOUTH DAKOTA PARKS AND WILDLIFE FOUNDATION, a South Dakota nonprofit corporation, of 523 East Capitol Avenue, Pierre, South Dakota 57501-3182 ("Foundation").

RECITALS

A. Spring Creek is the fee owner of the following described real property (the "Spring Creek Property"):

> A tract of land consisting of approximately 181.5 +/- acres, legally described as the Northwest Quarter of the Northwest Quarter (NW1/4, NW1/4), and Government Lot One (1), and the South Half of the Northwest Quarter (S1/2, NW1/4), and the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4), EXCEPT the Spring Creek East Addition, in Section Twenty-Six (26), Township One Hundred (100) North, Range Forty-Nine (49) West of the 5th P.M., Lincoln County, South Dakota, and

A tract of land consisting of approximately 12.9 +/- acres, legally described as the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) lying South of railroad right-of-way, EXCEPT Long Tract 1A and Spring Creek North Addition, in Section Twenty-Three (23), Township One Hundred (100) North, Range Forty-Nine (49) West of the 5th P.M., Lincoln County, South Dakota,

B. The Spring Creek Property contains that certain real property commonly known as the Commons Area, which is part of that property legally described as:

The Northwest Quarter of the Northwest Quarter (NW1/4, NW1/4), and Government Lot One (1), and the South Half of the Northwest Quarter (S1/2, NW1/4), and the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4), EXCEPT the Spring Creek East Addition, in Section Twenty-Six (26), Township One Hundred (100) North, Range Forty-Nine (49) West of the 5th P.M., Lincoln County, South Dakota,

as more specifically described and reflected in the Surveyor's Note #1 of the Plat of Spring Creek East Addition filed with the Office of the Lincoln County Register of Deeds on May 29, 1998 at 1:10 o'clock P.M. and recorded in Book R of Plats on Page 40 (the "Common Area").

C. The Homeowners, collectively, are the owners of the following described real property:

Lots 1A, 2A, 3E, 4E, 5E, 6E, 7E, 8E, and 9E of Spring Creek East Addition in the East One-half (E1/2) of the Northwest Quarter (NW1/4) and in Government Lot 1 in the Northeast Quarter (NE 1/4), Section Twenty Six (26), Township One Hundred (100) North, Range Forty Nine (49) West of the 5th Principal Meridian all in Lincoln County, South Dakota, according to the recorded plats thereof;

(collectively, the "Homeowners' Property")

D. The Foundation, as buyer, has agreed to purchase the Spring Creek Property, excepting the Common Area, from Spring Creek, as seller, pursuant to a Contract for Deed made as of May 27, 2015, as amended, between Seller and Buyer (the "CFD").

E. The Foundation, as buyer, has entered into that Exclusive Option Agreement (the "Option Agreement") with the Homeowners, the Association, and Spring Creek, collectively as sellers, for the Foundation's exclusive option to purchase the Common Area.

F. The Option Agreement and the CFD provides that the Homeowners, the Association, and Spring Creek, would sell the Common Area to the Foundation subject to certain covenants and restrictions set forth herein being placed on the Common Area and the Spring Creek Property. The Common Area and the Spring Creek Property is sometimes collectively referred to herein as the "Combined Property".

NOW, THEREFORE, the Homeowners, Spring Creek, the Association, and the Foundation, hereby declare that the Common Area and the Spring Creek Property shall be

maintained, held, transferred, sold, conveyed, improved and occupied subject to the covenants, conditions, and restrictions hereinafter set forth; further specifying that these Covenants shall constitute covenants to run with the land, and shall be binding upon the Foundation and all persons claiming under Foundation:

1. **Restrictive Covenants.** Foundation accepts transfer of the Combined Property subject to the following restrictive covenants:

(a) On that portion of the Combined Property lying east of that historic landmark line (as more specifically shown on Exhibit "1" attached hereto and incorporated herein) (the "East Side Property"), there shall be no: (i) commercial or residential development or construction; (ii) camping; (iii) construction of a drive-thru camper holding tank dumping site, or (iv) construction of any temporary or permanent structures, which includes enclosed buildings and other roofed meeting places. Notwithstanding the foregoing, the Foundation, its successors and assigns, may, however, make improvements other than structures such as drainage improvements, bridges, culverts, surfacing of trails and similar improvements to the East Side Property.

(b) On that portion of the Combined Property lying west of that historic landmark line (as more specifically shown on Exhibit "1" attached hereto and incorporated herein) (the "West Side Property"), there shall be no camping for a minimum of twenty (20) years commencing May 27, 2015. Nothing herein shall be deemed a restriction on the Foundation's right to commence construction of such facilities as it desires, to accommodate camping when camping is permitted at the expiration of the restriction in this subsection 1(b).

(c) There shall be no trails or other similar public access routes constructed within the Buffer Area of the Combined Property. For purposes of this Covenant, the Buffer Area shall be that area commencing at any point on the lot line of the Homeowners' Property and extending therefrom one hundred fifty feet (150') in a perpendicular line so that there is a minimum of 150' between any lot line of a Homeowners' Property and any trail. If, in the future, the Foundation, its successors or assigns, purchase any real property adjacent to the north property line of Lot 1A of the Spring Creek East Addition (the "North Property"), the Foundation agrees to place a restrictive covenant on the North Property to provide that the Buffer Area shall extend on the North Property to the extent necessary to provide a Buffer Area around Lot 1A of the Spring Creek East Addition. Notwithstanding the foregoing, in the event the Foundation is unable to acquire enough North Property to accommodate a Buffer Area of 150', the restriction on construction of trails within the Buffer Area on the North Property shall be reduce to the largest extent possible so that any trail on the North Property shall be constructed as far away from the north property line of Lot 1A of the Spring Creek East Addition as reasonably possible.

2. **Duration; Running With the Land.** These Covenants shall be effective as of the date first above written and shall have a term of twenty (20) years, and shall be automatically renewed thereafter for an infinite number of consecutive ten (10) year renewal periods unless terminated by a recorded written agreement of all of the owners of the Homeowners' Property and the owner of the Spring Creek Property. Upon termination of this Covenant, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Covenant shall terminate and have no further force or effect; provided, however, that the

termination of this Agreement shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Covenant prior to the date of such termination.

3. **Amendment.** This Covenant may be amended or modified only by recording in the appropriate county recording office for Lincoln County, South Dakota, a document executed by all parties to be bound.

4. **Enforcement.** Any owner of the Homeowners' Property or the owner of the Combined Property shall have the right to specifically enforce these Covenants as well as other rights such parties may have under law in the event of any breach or threatened breach hereof.

5. **Severability.** If any paragraph or part thereof of this Covenant be declared invalid, illegal or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall remain fully effective and operative.

6. **No Waiver.** The failure of any owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that such person may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

IN WITNESS WHEREOF, the parties have executed this Restrictive Covenants Agreement the day and year written below.

[SIGNATURE PAGES TO FOLLOW]

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: Sept. 8, 2015.

SPRING CREEK COUNTRY CLUB, INC.

By: _____
Mark Buehler
President

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF MINNEHAHA)

On this 8th day of September, 2015, before me, the undersigned officer, personally appeared Mark Buehler, who acknowledged himself to be the President of Spring Creek Country Club, Inc., a South Dakota corporation, and that he as such president being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as president.

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

(SEAL)

KRISTI M. LABER
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

_____
Notary Public - State of
My commission expires: Aug. 21, 2019

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: 3 SEPTEMBER, 2015

OWNER LOTS 8E and 9E:

Timothy Vanderpan

Melody Vanderpan

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF LINCOLN)

On this 3RD day of SEPTEMBER, 2015, before me, the undersigned officer, personally appeared Timothy Vanderpan and Melody Vanderpan, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

DORRIS HEASTON
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Notary Public – South Dakota
My commission expires: 09/23/2015

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: 9-2, 2015

OWNER LOTS 7E:

Brent J. Tjeerdsma

Denise Tjeerdsma

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF Lincoln)

On this 2 day of September, 2015, before me, the undersigned officer, personally appeared Brent J. Tjeerdsma and Denise Tjeerdsma, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public – South Dakota
My commission expires: 8-14-16

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: 7 SEPT, 2015

OWNER LOTS 6E:

Dana Oas

Dana Oas

Nancy Oas

Nancy Oas

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF LINCOLN)

On this 7TH day of SEPTEMBER, 2015, before me, the undersigned officer, personally appeared Dana Oas and Nancy Oas, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

DORRIS HEASTON
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Dorris Heaston

Notary Public – South Dakota
My commission expires: 09/23/2015

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: 9/1, 2015

OWNER LOTS 5E:

William Heaston, TRUSTEE

Dorris Heaston, TRUSTEE

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF Minnehaha)

On this 1 day of September, 2015, before me, the undersigned officer, personally appeared William Heaston and Dorris Heaston, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

ABBY VOSTAD
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Notary Public – South Dakota
My commission expires: _____

My Commission Expires
January 24, 2018

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: Sept 2 . 2015

OWNER LOTS 4E:

James Tencate
James Tencate

Nancy TenCate
Nancy Tencate

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF LINCOLN)

On this 2ND day of SEPTEMBER, 2015, before me, the undersigned officer, personally appeared James Tencate and Nancy Tencate, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)
DORRIS HEASTON
NOTARY PUBLIC
SOUTH DAKOTA

Dorris Heaston
Notary Public – South Dakota
My commission expires: 09/23/2015

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: ~~June~~ August 26, 2015

OWNER LOTS 3E:

Donald Jones

Marcia R Jones

Marcia Jones

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF LINCOLN)

On this 26th day of ~~June~~ Aug, 2015, before me, the undersigned officer, personally appeared Donald Jones and Marcia Jones, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

DORRIS HEASTON
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Dorris Heaston

Notary Public – South Dakota
My commission expires: 09/23/2015

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: 9-3, 2015

OWNER LOTS 2A:
NANCY L. OLSEN LIVING TRUST Trust

Joseph Olsen, Trustee

Nancy Olsen, Trustee

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF LINCOLN)

On this 3RD day of SEPT, 2015, before me, the undersigned officer, personally appeared Joseph Olsen and Nancy Olsen, who acknowledged themselves to be the trustees of the NANCY L. OLSEN LIVING TRUST, and that they as such trustees being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as trustees.

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

(SEAL) DORRIS HEASTON
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Notary Public - State of SOUTH DAKOTA
My commission expires: 09/23/2015

SIGNATURE PAGE

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Dated: 9-2-15, 2015

OWNER LOTS 1A:

William Plooster

William Plooster

Muriel Plooster

Muriel Plooster

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF LINCOLN)

On this 2ND day of SEPTEMBER, 2015, before me, the undersigned officer, personally appeared William Plooster and Muriel Plooster, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)
DORRIS HEASTON
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Dorris Heaston

Notary Public – South Dakota
My commission expires: 09/23/2015

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: September 16, 2015

SOUTH DAKOTA PARKS AND WILDLIFE FOUNDATION

By: Larry Ness

Its: President

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF MINNEHAHA)

I, Kristi M. Laber, a Notary Public, hereby certify that on the 16th day of September, 2015, personally appeared before me Larry Ness and declared that he, as President of SOUTH DAKOTA PARKS AND WILDLIFE FOUNDATION, and being authorized so to do, acknowledged that he executed the same for the purposes therein contained.

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

(SEAL) KRISTI M. LABER NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

NOTARY PUBLIC – SOUTH DAKOTA

My Commission Expires: Aug. 21, 2019

SIGNATURE PAGE

The undersigned hereby executes that certain Restrictive Covenants Agreement. After this signature page is executed, it may be attached to the original or original counterpart of that Restrictive Covenants Agreement to the same effect as though the signature page was so attached at the time of its execution.

Dated: 9/8, 2015

SPRING CREEK EAST HOMEOWNERS' ASSOCIATION, INC.

By: William F. Heaston

Its: President

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF MINNEHAHA)

I, Abby Vostad, a Notary Public, hereby certify that on the 8 day of September, 2015, personally appeared before me Bill Heaston and declared that he, as member of SPRING CREEK EAST HOMEOWNERS' ASSOCIATION, INC., and being authorized so to do, acknowledged that he executed the same for the purposes therein contained.

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

Abby Vostad

NOTARY PUBLIC – SOUTH DAKOTA

(SEAL)

ABEY VOSTAD
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires: My Commission Expires January 24, 2018

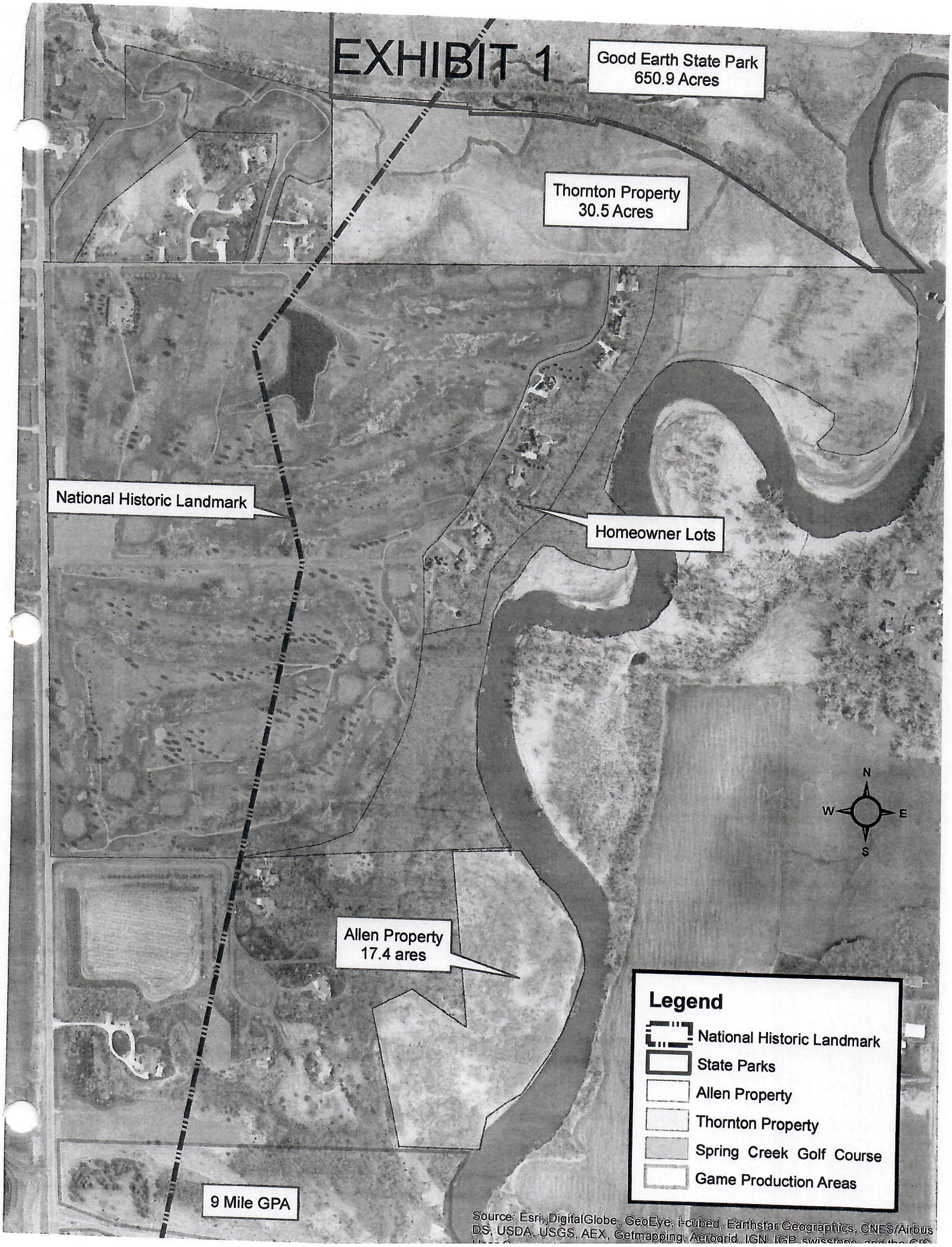
EXHIBIT 1
Good Earth State Park
650.9 Acres
Thornton Property
30.5 Acres
National Historic Landmark
Homeowner Lots
N
W
E
S
Allen Property
17.4 ares
9 Mile GPA
Legend
National Historic Landmark
State Parks
Allen Property
Thornton Property
Spring Creek Golf Course
Game Production Areas
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS