

**FIRST AMENDMENT TO  
BYLAWS OF  
WALTON-SCHULER DITCH COMPANY**

Walton-Schuler Ditch Company hereby correctively amends its Bylaws as follows:

**ARTICLE III.  
VOTING RIGHTS**

Each parcel of land located within the membership area described in Article II shall have one (1) vote per eighth (1/8) acre or fraction thereof (to be rounded up to nearest eighth) for all matters and elections before the Corporation. No member(s) shall be entitled to additional voting power by means of joint or common ownership. A member may vote in person, through a proxy appointed by a written instrument dated and signed by the member or their duly authorized attorney-in-fact and delivered to the secretary of the meeting, or by mail by a writing dated and signed by the member or by their duly authorized attorney-in-fact and received by the secretary of the meeting. No proxy or mail vote shall be valid after two (2) months from the date of its execution, unless a longer period is expressly provided therein. A member's voting rights may be suspended by the Board of Directors as provided in Article VIII.

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing amendment was adopted by at least a two-thirds majority vote of the quorum of authorized membership voting power who were entitled to vote at the annual meeting of the voting members.

WALTON-SCHULER DITCH COMPANY

By: \_\_\_\_\_  
Its Secretary

Prepared by:  
Walton-Schuler Ditch Company  
1208 Energy Street  
Gillette, WY 82716  
Telephone No. 307-682-8530

**WALTON-SCHULER DITCH COMPANY RECORDING FORM**

THIS RECORDING FORM is to provide notice that the land described within this Recording Form is subject to all the rights, benefits and obligations of membership in the WALTON-SCHULER DITCH COMPANY.

1. **Landowner:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. **Legal Description:** The above-named landowner hereby certifies and warrants that landowner owns the following-described land in Lawrence County, South Dakota:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landowner also certifies and warrants that landowner has legal authority to enter into legally binding agreements and covenants regarding the above-described land.

3. **Irrigation Water:** The land described herein shall be entitled to irrigation water from the Walton-Schuler ditch under the terms and conditions set forth in the rules, regulations, Articles and Bylaws of Walton-Schuler Ditch Company.

4. **Binding Effect:** The above-identified landowner acknowledges and agrees to be bound by the rules, regulations, Articles and Bylaws of Walton-Schuler Ditch Company and any subsequent amendments thereto. This agreement shall run with the land and shall be binding upon the landowner and the future owners or assignees of the above-described land.

5. **Assignment or Transfer Prohibited:** The right to withdraw water from the Walton-Schuler ditch may not be assigned or transferred to other land without the express written consent of the Walton-Schuler Ditch Company.

6. **Rules, Regulations, Articles and Bylaws:** The rules, regulations, Articles and Bylaws of the Walton-Schuler Ditch Company are hereby incorporated by reference and made a part of this Recording Form. Walton-Schuler Ditch Company may make reasonable modifications, changes and amendments to the rules, regulations, Articles and Bylaws at any time hereafter.

7. **Continuing Lien:** The Walton-Schuler Ditch Company may charge fees, assessments and charges to maintain, improve, operate and administer the Walton-Schuler ditch and the water right held by the Walton-Schuler Ditch Company. Such charges are secured as a continuing lien upon the above-described land and other lands within the area served by the Walton-Schuler ditch which is operated by the Walton-Schuler Ditch Company. Notice is hereby given of this continuing lien. The amount of any such lien may be obtained by contacting Walton-Schuler Ditch Company.

8. **Recording:** This agreement may be recorded in the Office of the Lawrence County Register of Deeds.

DATED \_\_\_\_\_.

**LANDOWNER** (must be signed before a Notary Public):

\_\_\_\_\_  
\_\_\_\_\_

DATED \_\_\_\_\_.

**WALTON-SCHULER DITCH COMPANY**

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
(Landowner) \_\_\_\_\_,  
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged that he/she/they executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Comm. Exps.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_, who acknowledged himself to  
be the \_\_\_\_\_ of WALTON-SCHULER DITCH COMPANY, a  
corporation, and he, as such officer, being authorized so to do, executed the foregoing  
instrument for the purpose therein contained, by signing the name of the corporation by  
himself as such \_\_\_\_\_.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Comm. Exps.: \_\_\_\_\_