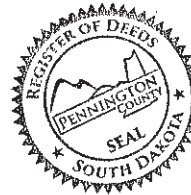


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Donna M. Mayer
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**RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(Residential)**

This Restated Declaration is made this 8th day of August, 2017, by **JKRK PROPERTIES, LLC**, and its wholly owned subsidiary entity, **LAREDO HOLDINGS, LLC**, (hereinafter collectively called "Developer"), and the undersigned homeowners, which together are the fee Owners of greater than fifty-one percent (51%) of the following-described real property:

Lots 2, 3, and 5 through 17 inclusive of Block 1; Lots 1 through 5 and 7 through 19 inclusive of Block 2; Lots 1 through 16 inclusive of Block 3; Lots 1 through 16 in Block 4, Lots 9, 12, 13, 17, 18, 25, 26 and 27 in Block 6, Lots 1 through 7 inclusive in Block 8; Lots 1 through 8 inclusive, Lots 10, 11, 14, 15, 16, in Block 9; and Lots 1 through 6 inclusive in Block 10, of Sunset Ranch, located in portions of the SE1/4 of Section 32, the SW1/4 and the SW1/4NW1/4 of Section 33, Township 2 North, Range 10 East, portions of the NW1/4NW1/4 of Section 4, the WANE1/4 and the NW1/4 of Section 5 Township 1 North, Range 10 East, Black Hills Meridian Pennington County, South Dakota

WHEREAS, Developer caused to be recorded with the Register of Deeds Office of Pennington County, South Dakota, the Declaration of Covenants, Conditions and Restrictions, (Residential) dated December 20, 2006, recorded in Book 165 pages 4178 to 4183; the Notice of Annexation of Declaration of Covenants, Conditions and Restrictions, (Residential) dated July 10, 2007 recorded in Book 171 pages 4945 to 4947; and the Notice of Amendment to Declaration of Covenants, Conditions, and Restrictions, (Residential) dated January 7, 2008, recorded in Book 176 pages 2885 to 2887 of the records of the Register of Deeds Office, Pennington County, South Dakota,

WHEREAS, the Developer further amended the Declaration of Covenants, Conditions and Restrictions, (Residential) dated December 20, 2006 in its entirety by Declaration of Covenants, Conditions and Restrictions (Residential) dated September 7, 2010 and recorded in Book 202 Page 8898 on October 5, 2010 in the records of the Register of Deeds, Pennington County, South Dakota, (hereafter the "Covenants") and

WHEREAS, the Developer and the undersigned owners of lots within the property above described desire to further entirely amend and restate the Covenants as herein set forth; and

WHEREAS, the Developer and owners of lots have the authority to amend the Covenants pursuant to the provisions of paragraph 26 of the Covenants, which allows an amendment to the Covenants if executed by fifty-one percent (51%) of the then owners of the lots within the real property described in said Declaration of Covenants and the undersigned Developer and the undersigned lot owners together own fifty-one percent (51%) or more of the lots, now, therefore,

Said Declaration of Covenants, Conditions and Restrictions (Residential) are hereby amended in their entirety to read as follows:

WHEREAS, the Developer has formed (or shall form) a South Dakota nonprofit corporation known as "Sunset Ranch Homeowners Association, Inc." (hereafter "the Association") which will have the powers of enforcing the covenants, conditions, and restriction herein created. Until such time as an Association has been formed, the Developer will have the powers of enforcing the covenants, conditions, and restrictions herein created;

NOW THEREFORE, the undersigned Developer and lot owners do hereby declare that the following Declaration of Covenants, Conditions and Restrictions to run with the land and the above-described real property shall be held, sold, administered, maintained, transferred, occupied, and conveyed subject to the easements, restrictions, covenants, conditions, and liens herein set forth, which covenants are designed for the purpose of keeping the property uniform and to ensure the highest and best residential development of such property. This Declaration shall constitute covenants to run with the land and shall be binding upon all parties having a right, title or interest in the above-described property, their heirs, successors, and assigns and shall ensure to the benefit of each owner thereof.

1. **USE:** The property shall be improved, used, and occupied for residential purposes. Any commercial or business activity that is conducted on any portion of the property must be approved by the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter by the Association.

2. **CONSTRUCTION AND LANDSCAPING APPROVAL:** Prior to the construction or installation of any residential home, outbuilding, storage shed, fence, wall, power generator, windmill, solar panel, or other structure or any dirt and site work, the owner of any lot shall submit in detail the plans, including, but not limited to, the nature, kind, shape, color, height, size, materials, topography, landscaping, excavation, grading or other dirt or site work, and location of the same to the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter to the Architectural Control Committee for approval. The Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter the Architectural Control Committee may adopt additional rules and regulations, not inconsistent with these covenants, to carry out the intent of these covenants. The Developer or the Architectural Control Committee, as the case may be, shall have a period of thirty (30) days from receipt of said plans within which to accept, reject, or suggest

modifications to the plans. If the Developer or the Architectural Control Committee, as the case may be, does not accept or reject the plans within 30 days, then the plans are deemed rejected. The owner must have written approval from the Developer or the Architectural Control Committee, as the case may be, prior to commencement of construction or installation. All exterior construction must be completed within one year after being commenced, including construction of graveled or paved driveways, walks and lawns. Any driveway that blocks a roadway drainage ditch must have a culvert installed of adequate size to allow passage of water to avoid erosion of the roads.

3. **PETS AND OTHER ANIMALS:** The following pets, animals, livestock or poultry may be raised, bred or kept on a lot, subject to the limitations and conditions specifically set forth in this Section 3 and shall in all instances be securely confined to the property owner's lot.

Dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The number of dogs, cats, or other domestic animals kept shall be approved by the Developer or Association. One dog kennel run shall be allowed per lot. Dog kennel runs shall be a maximum of 400 square feet and the location must be approved by the Developer or the Association.

Cattle, alpaca, llamas, donkeys and mules not exceeding one (1) head per two (2) acres shall be permitted, unless a greater number is approved by the Developer so long as the Developer owns any lot now or hereafter subject to these covenants and thereafter the Association, with the offspring thereof of less than six months of age kept with the mother animal not included in the maximum number.

Poultry, including chickens, turkeys, ducks and geese shall be permitted provided that there are no more than fifteen (15) in total poultry number, unless a greater number is approved by the Developer so long as the Developer owns any lot now or hereafter subject to these covenants and thereafter the Association, and the poultry is maintained in a secure coop or otherwise prevented from leaving the owner's property.

Equine may be kept per Special Animal Keeping Regulations, as outlined in Section 204 of the Pennington County Zoning Ordinance, provided there shall not be more than one (1) such animal per two (2) acres (foals of less than six months of age with the mare being excluded) unless otherwise approved by the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter by the Association. Overgrazing of the land and accumulations of manure shall be prohibited. If in the opinion of the Developer or the Association, as the case may be, it is determined that overgrazing of the land has occurred and the lot owner does not take corrective action within 15 days of receiving written notice of overgrazing, then the Association or Developer may impose a fine and/or remove the animals from the property. Any and all costs incurred by the Developer or Association in enforcing these provisions shall be charged to the homeowner and may be recorded as an assessment against the property in the Register of Deeds.

The total combined number of head of permitted cattle, alpaca, llamas, donkeys, mules and equine shall not exceed two (2) head per acre, excluding their offspring less than six months of age, unless approved or conditionally approved by the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter by the Association.

No other pets, animals, livestock, or poultry of any kind may be kept, bred or maintained on any lot unless expressly approved or conditionally approved in writing by the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter by the Association.

4. **STRUCTURES:** The exterior surfaces of all structures shall be neutral or earth tone in color. No pastel colors shall be allowed. Outbuildings shall have the same color scheme as the principal residence, unless otherwise approved by the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter by the Association. The provisions of Section 2 herein apply to the construction of all outbuildings. An enclosed storage shed with a color scheme matching the principle residence and meeting the provisions of Section 2 shall be allowed.

5. **FENCES:** The lot owner shall have the responsibility to construct and maintain proper fences and appropriately confine all animals. The provisions of Section 2 herein apply to the construction of all fences. No cyclone/chain link fence to be allowed except for use as a dog kennel run as described in Section 3 above.

6. **TEMPORARY STRUCTURES:** No structure of a temporary character, including but not limited to basement, tent, trailer, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, unless otherwise approved by the Developer.

7. **SIGNS:** Except as hereinafter specified, no sign of any kind shall be allowed to be erected upon any of the lots.

One "For Sale" sign advertising the lot (or home) or lots (or homes) for sale, one "For Rent" sign advertising the home for rent, a driveway entrance sign approved by the Developer, and address signage approved by the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter by the Association may be allowed on a lot.

8. **CONSTRUCTION MATERIALS:** Construction of all structures shall be of new material and new construction and no mobile home shall be moved on to any lot from any other lot or from outside the subdivision. All buildings must meet all Pennington County Building Code and Uniform Building Code requirements in effect on date of construction or installation.

9. **SIZE OF DWELLINGS:** All primary residences shall be constructed with floor living space of not less than 1000 square feet. In computing this living space, attached garages, basements, breezeways, and patios are to be excluded from consideration. In case of split-level homes, those actual adjacent living areas connected by half-flights of stairs shall be considered in the computation of the square footage. For the purpose of this covenant, half flights of stairs are

construed to be those short flights of stairs connecting the levels of a split-level home, as compared to flights of stairs from six feet (6') to ten feet (10') in depth connecting actual floors within a structure.

10. **VEHICLES:** No vehicles, including cars and trucks, shall be allowed to be placed upon any lot unless said vehicle is in currently running and operating condition. Only five (5) vehicles in current running condition may be parked outside overnight. All other vehicles must be housed within a completely enclosed building structure. Provided, however, (i) a motor home, travel trailer, or similar recreational vehicle that is in current operating condition and currently licensed or an operational boat, snowmobiles, motorcycles, or ATVs, and (ii) small farm, ranch and construction equipment and equipment trailers in operating condition and use will be allowed if kept and maintained in a designated, orderly, organized and uncluttered parking area as reasonably determined by the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter by the Association.

11. **NOXIOUS WEEDS AND GRASS:** No noxious weeds, as defined by South Dakota statutes, shall be allowed to grow on any of the lots. Grass within a fifty foot (50') radius of the principal residence must be kept mowed to a height of less than five inches (5") at all times in order to avoid a fire hazard. The Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter the Association shall have the power to take corrective action to bring lots into compliance at the owner's expense if the owner shall fail to bring the property into compliance within 15 days of written notice. Any and all costs incurred by the Developer or Association in enforcing these provisions shall be charged to the lot owner and a lien may be recorded as an assessment against the property in the Register of Deeds.

12. **SIZE OF LOT:** No lot may be subdivided so as to be in conflict with Pennington County's Subdivision Ordinances or the County's Zoning Rules and Regulations.

13. **NUISANCES:** No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot within the development, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the development or individuals residing or owning property therein.

14. **FIREARMS:** Guns, rifles, shotguns, pistols, and muzzle loaders may not be discharged on the property.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No trash, garbage, rubbish or other waste shall be burned upon any lot. The Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter the Association shall have the power to take corrective action to bring lots into compliance at the owner's expense if the owner shall fail to bring the property into compliance within 15 days of written notice. Any and all costs incurred by the Developer or Association in enforcing these provisions shall be charged to the lot owner and alien may be recorded as an assessment against the property in the Register of Deeds.

16. **IMPROVED LOTS:** Owners of improved lots must keep them neat and clean in appearance. The Developer so long as the Developer owns any lot now or hereafter subject to these Covenants and thereafter the Association shall have the power to take corrective action to bring lots into compliance at the owner's expense-if the owner shall fail to bring the property into compliance within 15 days of written notice. Any and all costs incurred by the Developer or Association in enforcing these provisions shall be charged to the lot owner and a lien may be recorded as an assessment against the property in the Register of Deeds.

17. **CONNECTION TO COMMUNITY WATER SYSTEM:** All lot owners shall receive water service from the central water system servicing the property. No individual water wells or systems shall be permitted, unless otherwise approved by the Developer or its successor or transferee.

18. **UTILITIES:** All utility lines constructed on any lot after these covenants are recorded with the Register of Deeds Office of Pennington County, South Dakota shall be placed completely underground.

19. **MEMBERSHIP IN WATER ASSOCIATION:** The Developer or its successor or transferee, shall be the Owner of the central water system serving the individual lots, including the well, reservoir, common lots and water line distribution system. Each lot owner shall be responsible for maintenance of the service line to the improvements from the main line. Each lot owner shall enter into a standard water users agreement with the Developer or its successor.

20. **MEMBERSHIP IN HOMEOWNERS ASSOCIATION:** A Homeowners Association to be known as Sunset Ranch Homeowners Association, Inc., (the "Association") which shall be a nonprofit corporation organized under the laws of the state of South Dakota, shall be formed at such time as ninety percent (90%) of the property described above and any other phase(s) to which these Declaration of covenants, Conditions and Restrictions have been annexed have been transferred by the Developer to third parties or at such earlier time as the Developer should choose to form the Homeowners Association. Each lot owner, by accepting title to a lot, agrees to become a member of the Association. Each lot shall have one vote concerning association members. The Homeowners Association shall have the right to assess fees for payment of taxes, insurance, repairs, replacements and additions therefore; for the cost of labor, equipment, materials, management therefore; and for the supervision to promote the safety and welfare of residents within the development and collect monies for covenants enforcement. The By-Laws of the Homeowners Association will provide that in the event that any lot owner fails to pay the fees assessed by the Homeowners Association, the Homeowners Association shall have the right to place a lien upon the defaulting property owner's lot. Provided, however, this lien shall be subordinate to any first mortgage lien upon the defaulting property owner's lot.

21. **COMPLIANCE BY LEASEHOLDERS:** Homeowners may lease out their homes provided that the lessees abide by the covenants set forth herein.

22. ANNEXATION OF ADDITIONAL PROPERTY TO THESE

COVENANTS: The Developer reserves the right to plat additional phase (phases) to Sunset Ranch Estates. The Developer may, but is not obligated to file a document with the Register of Deeds Office Pennington County entitled "Notice of Annexation of Declaration of Covenants, Conditions and Restrictions" which document shall provide that the real property located within such additional phase(s) shall also be subject to this Declaration of Covenants, Conditions and Restrictions the same as if said real property had been included within the property described above. Provided, however, nothing herein shall prevent the Developer from modifying in total or in part any of the Declaration of Covenants, Conditions and Restrictions pertaining to additional phase(s).

23. ROAD DISTRICT: The Developer or Association shall be responsible for the maintenance of the roads within the subdivision and designated access roads to the subdivision. At such time as twenty percent (20%) or less of the lots in the property described above are sold, the Developer may file the documents required to form a road district. Once a road district has been formed, it would then be responsible for maintenance of the roads within the subdivision and designated access roads to the subdivision.

24. ARCHITECTURAL CONTROL COMMITTEE: Upon creation of the Association there shall be established by the Association an Architectural Control Committee (hereafter ACC) to enforce these covenants and to administer the portions of these covenants where approval by the Association is required. Nothing herein contained in this Section 24 shall be interpreted in any manner to limit, modify or impair those rights reserved to the Developer under these Covenants so long as the Developer owns any lot now or hereafter subject to these Covenants. The ACC members shall be appointed by the Board of Directors of the Association. The terms of the ACC members shall be for a period of five (5) years with the initial members terms staggered so that one member's term shall expire each calendar year. Eligibility shall be limited to owners and members of the Association. In the event of death, resignation, or ineligibility of any member of the ACC, the Board of Directors shall appoint a new member to complete the remaining term of the member. The ACC shall have the authority to establish Additional Rules, Regulations, and Guidelines, not inconsistent with these covenants, to carry out the intent of these covenants.

25. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of these covenants, any person or persons owning real property within the Sunset Ranch Estates, the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants, or the Association may enforce these covenants and restrictions and may institute proceedings at law or in equity to enforce the provisions of this declaration to restrain the person violating or threatening to violate and recover damages, actual and punitive, for such violation. If in the opinion of the Developer or the Association, as the case may be, it is believed that any person is violating or threatening to violate any of the provisions of these covenants, then the Developer or the Association, as the case may be, shall have an immediate right to a temporary restraining order and both a preliminary and permanent injunction. The opinion of the Developer so long as the Developer owns any lot now or hereafter subject to these Covenants to the interpretation of these covenants and as to what constitutes a violation of these covenants shall be conclusive. Nothing herein contained in the enforcement provisions of this Section 25

shall be interpreted in any manner to limit, modify or impair those rights reserved to the Developer under these Covenants so long as the Developer owns any lot now or hereafter subject to these Covenants. If the Developer, the Association, or any owner shall be successful in such proceedings, the offending owner shall also be liable to the plaintiff(s) in such action for all attorneys, expert witness fees, costs and expenses of suit.

26. **AMENDMENTS OR CHANGES OF COVENANTS:** The conditions, restrictions, stipulations, and covenants contained herein, shall be in full force and effect and binding as aforesaid and shall not be waived, changed, abandoned, terminated or amended, except by an instrument duly acknowledged and recorded in the Register of Deeds Office of Pennington County, South Dakota, and executed by fifty-one percent (51%) of the then owners of the lots within the above-described area and included within the boundaries of said subdivision.

Likewise, any amendment or change to the Covenants as allowed by this paragraph shall be executed by fifty-one percent (51%) of the then owners of the lots in Phase 1 and any other phase(s) to which these Declaration of Covenants, Conditions and Restrictions have been annexed.

Any amendment or change to the Covenants as allowed by this paragraph, shall be executed by fifty-one percent (51%) of the then owners of the lots in the property described above and any other phase (phases) to which these Declaration of Covenants, Conditions and Restrictions have been annexed.

27. **SEVERABILITY:** Invalidation of any of the provisions of this declaration by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these Covenants on the date and year first above written.

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SIGNATURES APPEAR ON THE FOLLOWING PAGES]