

Prepared by:  
JKRK Properties, LLC  
1935 Samco Road, Suite 102  
Rapid City, SD 57702  
605-342-9606

BOOK 761 PAGE 932



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DATE Nov. 9, 2007  
TIME 11:35 AM  
ANGELA M. ROSS  
MEADE COUNTY  
REGISTER OF DEEDS

008514 NOV-08

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Residential)**

This Declaration is made this 8<sup>th</sup> day of November, 2007, by JKRK Properties, LLC., a South Dakota limited liability company (hereinafter "Developer"), which is the fee Owner of the following-described real property:

Timberwood Park Estates, Lots 1 – 11 and 13 – 30, Phase I, located in a portion of the N1/2 Section 36, T.4N., R.6E., B.H.M., Meade County, South Dakota, and

Timberwood Park Estates, Lots 31 – 46, Phase II, located in a portion of the N1/2 Section 36, T.4N., R.6E., B.H.M., Meade County, South Dakota,

And by Robert and Jami Poeppel, the Owners of the following described real property, to wit:

Timberwood Park Estates, Lot 12, located in a portion of the N1/2 Section 36, T.4N., R.6E., B.H.M., Meade County, South Dakota,

**WHEREAS**, the Developer has formed (or shall form) a South Dakota non-profit corporation known as "Timberwood Park Estates Homeowners Association, Inc." which will have the powers of enforcing the covenants, conditions and restrictions 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 Developer does 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 or Association.

2. **CONSTRUCTION APPROVAL:** Prior to the construction of any residential home, outbuilding, fence, wall, other structure, or installation of a storage shed, the owner of any lot shall submit in detail the plans concerning proposed construction or installation to the Developer for approval. The Developer shall have a period of thirty (30) days from receipt of said plans within which to accept or reject or suggest modifications to the plans. The owner must have written approval from the Developer prior to commencement of construction or installation. All exterior construction must be completed within one year after being commenced, including construction of 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:** Except as hereinafter specified, no animals, equine, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any other domestic animal kept on any lot must be approved by the Developer or Association. 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 120 square feet and the location must be approved by the Developer or the Association. All animals shall be confined to the property owner's lot.

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. 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, a driveway entrance sign approved by the Developer, and address signage approved by the Developer 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 or modular home shall be moved on to any lot from any other lot or from outside the subdivision. All buildings must meet all

Meade County Building Code and United Building Code requirements in effect on date of construction.

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 condition. Only three (3) vehicles in current running condition may be parked outside overnight. All other vehicles must be housed within a completely enclosed building structure. Provided, however, a motor home, travel trailer or similar recreational vehicle, that is in current operating condition and currently licensed and/or an operational boat on a trailer, or operational snowmobiles on a trailer, will be allowed in a parking area that is parallel with and within twenty-five feet (25') of the garage or outbuilding.

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.

12. **SIZE OF LOT:** No lot may be subdivided so as to be in conflict with Meade 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. **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.

15. **UNIMPROVED LOTS:** Owners of unimproved lots must keep them neat and clean in appearance.

16. **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.

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

18. **MEMBERSHIP IN WATER ASSOCIATION:** JKRK Properties, LLC. 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 located upon the lot from the main line. Each lot owner shall enter into a standard water users agreement with JKRK Properties, LLC. or its successor, as provided in Exhibit A attached hereto and incorporated herein by this reference.

19. **MEMBERSHIP IN HOMEOWNERS ASSOCIATION:** A Homeowners Association to be known as Timberwood Park Estates Homeowners Association, Inc., which shall be a non profit corporation organized under the laws of the State of South Dakota, may be formed at such time as ninety percent (90%) or more of the lots in Phase I, Phase II and any other phase(s) to which these Declaration of Covenants, Conditions and Restrictions have been annexed, have been transferred by JKRK Properties, LLC. to third parties. 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 road maintenance 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. Prior to the organization of an Association, all lots that have been transferred to a third party by JKRK Properties, LLC. may be assessed a thirty-five dollar (\$35.00) monthly fee per lot for road maintenance and snow removal.

20. **ANNEXATION OF ADDITIONAL PROPERTY TO THESE COVENANTS:** The Developer reserves the right to plat additional phase(s) to Timberwood Park Estates. The Developer may, but is not obligated to file a document with the Register of Deeds Office Meade 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 Phase I or Phase II. 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).

21. **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 phase one are sold, the Developer may file the documents required to form a road district.

22. **DESIGN COMMITTEE:** There shall be established by the Association a Design Committee to enforce these covenants and to administer the portions of these covenants where approval by the Developer is required when ninety percent (90%) or more of the lots in Phase I, Phase II and any other phase(s) to which these Declaration of Covenants, Conditions and Restrictions have been annexed, have been transferred by JKRK Properties, LLC. to third parties.

23. **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 Meade 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 I, Phase II 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 Phase I, Phase II and any other phase(s) to which these Declaration of Covenants, Conditions and Restrictions have been annexed.

24. **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 Timberwood Park Estates and the Timberwood Park Estates Homeowners Association, Inc. 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 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 and expert witness fees, costs and expenses of suit.

25. **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.

Dated this 8<sup>th</sup> day of November, 2007.

JKRK Properties, LLC.

BY: [Signature]  
RYAN J. KASKI

Dated this 8<sup>th</sup> day of November, 2007.

BY: [Signature]  
ROBERT POEPPPEL

BY: [Signature]  
JAMI POERPEL





Prepared by:

Curtis S. Jensen  
DEMERSSEMAN JENSEN  
TELLINGHUISEN & HUFFMAN, LLP  
516 5th Street, P.O. Box 1820  
Rapid City SD 57709-1820  
(605) 342-2814

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AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Amendment to Declaration of Covenants, Conditions and Restrictions (hereinafter called "Amendment") is made and executed by the undersigned, being more than fifty-one percent (51%) of the owners of the lots within the following described areas and included within the boundaries of Timberwood Park Estates.

Recitals

(A) Developer JKRK Properties, LLC, a South Dakota limited liability company, Developer, has previously declared and recorded that certain Declaration of Covenants, Conditions and Restrictions (Residential) dated November 8, 2007, which Declaration was recorded by the Meade County Register of Deeds on November 9, 2007, Doc. No. 005648 in Book 761, Page 932-937, covering the following described real property:

Timberwood Park Estates, Lots 1 – 11 and 13 – 30, Phase I, located in a portion of the N1/2 Section 36, T.4N., R.6E., B.H.M., Meade County, South Dakota, and  
-and-

Timberwood Park Estates, Lots 31 – 46, Phase II, located in a portion of the N1/2 Section 36, T.4N., R.6E., B.H.M., Meade County, South Dakota,  
-and-

Timberwood Park Estates, Lot 12, located in a portion of the N1/2 Section 36, T.4N., R.6E., B.H.M., Meade County, South Dakota;

and the Notice of Annexation of Declaration of Covenants, Conditions and Restrictions (Residential) dated June 10, 2015, which Notice was recorded by the Meade County Register of Deeds on June 15, 2015, in Book 863, Pages 679-684, covering the following described real property:

Timberwood Park Estates, Lots 47-60, inclusive and Lots 62-73, inclusive, Phase III, located in a portion of the N1/2 Section 36, T.4N., R.6E., B.H.M., Meade County, South Dakota;

and the Notice of Annexation of Declaration of Covenants, Conditions and Restrictions (Residential) dated November 1, 2017, and recorded by the Meade County Register of Deeds on November 3, 2017, in Book 887, Pages 1671-1676, covering the following described real property:

Lots 74-79, inclusive, of Timberwood Park Estate, Phase IV (4), Meade County, South Dakota, as shown on the plat filed in Book 26, Pages 89-90

and the Notice of Annexation of Declaration of Covenants, Conditions and Restrictions (Residential) dated May 22, 2018, and recorded by the Meade County Register of Deeds on May 23, 2018, in Book 897, Page 901-90, covering the following described real property:

Lots 80-105, inclusive, of Timberwood Park Estates, Phase V (5), a portion of the N1/2 of Section 36, Township 4 North, Range 6 East, Black Hills Meridian, Meade County, South Dakota, as shown on the plat filed in Book 26, Pages 136-137;

and

(B) The undersigned parties have agreed to amend the amount of monthly fee for maintenance as set forth in the above described covenants, conditions and restrictions.

Now, therefore, the undersigned parties agree Section 19 or the corresponding Section in each of the Covenants, Conditions and Restrictions recited as set forth above shall each and all be amended to state as follows:

19. **MEMBERSHIP IN HOMEOWNERS ASSOCIATION:** A Homeowners Association to be known as Timberwood Park Estates Homeowners Association, Inc., which shall be a non profit corporation organized under the laws of the State of South Dakota, may be formed at such time as ninety percent (90%) or more of the lots in Phase I, Phase II and any other phase(s) to which these Declaration of Covenants, Conditions and Restrictions have been annexed, have been transferred by JKRK Properties, LLC. to third parties. 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 road maintenance 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. Prior to the



