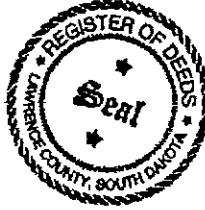


**PREPARED BY:**  
Dale R. Hansen  
Hansen & Hubbard  
P.O. Box 580  
Sturgis, SD 57785  
(605) 347-2551



Doc#:2006-00827  
Recording Fee: \$ 42  
Date:02/08/2006 Time:13:43  
Lawrence County  
Register of Deeds

*Sharon J. Green*  
*Deputy*

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**DECLARATION OF  
PROTECTIVE COVENANTS  
OF  
CENTENNIAL VISTA ESTATES  
SUBDIVISION**

This Declaration made this 6 day of February, 2006, 2005, by REXCO, L.L.C., a South Dakota Limited Liability Company, of 1010 Ball Park Road, Suite 6, Sturgis, SD 57785, hereinafter referred to as "Declarant."

**WHEREAS**, Declarant owns the following-described real property, to-wit:

Tract A located in the E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , and the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 34, Township 6 North, Range 3 East of the Black Hills Meridian, Lawrence County, South Dakota, as show on the plat recorded as Document No. 2005-4204, of the records of the Register of Deeds Office, Lawrence County, South Dakota,

which shall hereinafter be referred to as the "Property," and

**WHEREAS**, Declarant intends to subdivide the Property into Lots and by this Declaration imposes on all of the Property covenants, conditions, and restrictions under a general scheme

or plan for the purposes of creating and keeping the Property desirable, maintaining and improving of the roads used for access to each Lot, protecting the value of the Lots, promoting the purpose of the development of the Property, maintaining the Property in an attractive condition which is beneficial to all Owners of the Property, free from nuisance, and guarding against fires and unnecessary interference with the natural beauty of the Property, and for the mutual benefit and protection of all of the Owners of the Lots in the Property.

**WITNESSETH:**

Declarant hereby declares that all of the Property described above and any Lots within Centennial Vista Estates Subdivision shall be sold and conveyed subject to the following covenants and restrictions, which covenants and restrictions shall run with the land and be binding upon all persons and entities having any right, title or interest in the Property or any portion thereof, and upon their heirs, successors and assigns.

**ARTICLE I**  
**DEFINITIONS**

For the purposes of this declaration, the following words or terms shall be defined as follows:

(a) "Association" shall mean the Centennial Vista Estates Community Association, a South Dakota Non-profit Corporation, or its successor, formed for the purpose of providing an entity to carry out the purposes as set forth herein and to provide for a quasi-governmental structure to implement the provisions hereof as provided by its Articles of Incorporation and By-Laws as may now exist or hereafter be amended and which are incorporated herein by this reference.

(b) "Owner" shall mean: the record Owners whether one or more persons or entities of the fee simple title to any Lot within the Property and contract purchasers of any Lot within the Property who, for purposes of this Declaration, shall be deemed to be the Owner of the Lot which is the subject of such contract for purchase. "Owner" shall not include Declarant or those having such interest solely as contract sellers or those having any interest solely as security for the performance of an

obligation. The rights of the Owner may be exercised by any other party or entity which has the express written consent of the Owner to exercise such rights. Every Owner shall, upon the purchase of a Lot, automatically become a Member of the Association as provided by the Articles of Incorporation and By-Laws thereof. Membership shall continue until the Member no longer owns the Lot or until the Member assigns his or her interest therein subject to such restrictions or limitations as may be imposed upon any such assignment. Status as a Member shall automatically terminate without notice upon termination of ownership and any assigned or transferred interest shall automatically terminate upon termination of the assignor's or transferor's ownership interest.

(c) "Property" shall mean the following described real property located in Lawrence County, South Dakota, to-wit:

Tract A located in the E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , and the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 34, Township 6 North, Range 3 East of the Black Hills Meridian, Lawrence County, South Dakota, as show on the plat recorded as Document No. 2005-4204, of the records of the Register of Deeds Office, Lawrence County, South Dakota,

Including any subdivision of the property as shown on any plat of a portion of a portion of the property recorded with the Register of Deeds Office of Lawrence County, South Dakota.

(d) "Additional Property" shall mean and refer to property which is added to the Subdivision, pursuant to Section 4.1 of this Declaration or any amended or supplemental Declaration.

(e) "Common Property" shall mean the roads, water system, and the common areas designated as such upon the plat(s) of the Subdivision of record with the Register of Deeds Office of Lawrence County, South Dakota.

(f) "Lot" shall mean and refer to any Lot created as a result of a subdivision of the Property, and shown in the records of the Register of Deeds Office of Lawrence County, South Dakota, including Lot 2, as shown by the Plat recorded as Document No. 2005-4205 of the records of the Register of Deeds Office, Lawrence County, South Dakota.

(g) "Member" shall mean and refer to each Owner of a Lot.

- (h) "Declarant" shall mean and refer to REXCO, L.L.C.
- (i) "Association" shall mean and refer to the Community Association established in connection with this Subdivision in the manner set forth in Article III hereof, which Community Association shall be a South Dakota Non-profit Corporation. The provisions of this Declaration concerning the Association shall become effective upon forming of the Association and shall continue to be effective during the period of time that the Association is in existence pursuant to this Declaration and the laws and the statutes of the State of South Dakota.
- (j) "Board" shall mean and refer to the Board of Directors of the Association, as set forth in Section 3.4 hereof.
- (k) "Committee" shall mean and refer to the Architectural Control Committee of the Association, as provided for in Article V hereof.
- (l) "Declaration" shall mean and refer to this Declaration of Protective Covenants, as amended from time to time, as expressly provided herein.
- (m) "Residence" shall mean and refer to a freestanding single-family residential dwelling constructed on a Lot, as defined in Section 2.13 hereof.
- (n) "Subdivision" shall mean and refer to any lot created as a result of a subdivision by platting of the Property.
- (o) "Housing Unit" shall mean and refer to any building or portion thereof situated upon the Property and designated and intended for use and occupancy as a private residence located upon a Lot as herein defined.

**ARTICLE II**  
**DECLARATIONS AND COVENANTS**

It is hereby declared that certain restrictions of use and covenants are necessary and appropriate for the protection of the health, safety and welfare of the Owners and therefore each

Lot and residence constructed upon any Lot shall be subject to the following:

**Section 2.1 Purpose.** No part of any Lot shall be occupied or used for any purpose other than private residential purposes. Provided, however, this provision shall not prevent any Owner from conducting a business entirely within the confines of any residence utilizing the "internet" or other communications device.

**Section 2.2 Access Drives.** Each Lot shall be accessed by private driveway that is at least twelve feet (12') in width with a vertical clearance of a minimum of fifteen feet (15') to provide access to emergency apparatus. If necessary to allow for proper drainage and to prevent damage to roadways, there shall be a culvert installed in the ditch or barrow pit prior to construction of the access drive. Such culvert shall be of sufficient size to allow the free flow of water through such ditch or barrow pit.

**Section 2.3 Mobile/Modular/Manufactured Homes.** No mobile homes, single or doublewide, modular or manufactured homes shall be permitted on any Lot.

**Section 2.4 Nuisances.** No Owner shall permit anything to be done or kept about or within the Lot, or on or about the Property, which will obstruct or interfere with the right of other Owners, or annoy them by unreasonable noises or otherwise, nor commit or permit any nuisance or commit or suffer any illegal act to be committed therein. No motor vehicles, cars, buses, tractors, trailers, etc. that are not kept in normal running condition, in average daily use and properly licensed, shall be kept on any of the above-described Property. No outdoor fireplace, incinerator, open pit fire or related structure or device shall be constructed or operated on the Property.

**Section 2.5 Firearms and Hunting.** No firearms shall be discharged within the subdivision, and no hunting shall be allowed within the subdivision.

**Section 2.6 Domestic Animals and Livestock.** No animals, livestock, horses or poultry, except a reasonable number of commonly accepted household pets may be kept on any Lot. Dogs, cats and other commonly accepted household pets are allowed. In no event shall any domestic pet be allowed to run free from the

Owner's Lot without a leash, or so as to create a nuisance. No Owner shall allow their pet(s) to cause noise or disruption to other Owners, or to chase or harass wildlife on the Property. The Owner of any pet shall be solely responsible to clean and remove any droppings or waste of their pet(s). No animals shall be kept, bred, or raised within the Property for commercial purposes.

**Section 2.7 Garbage and Trash.** No garbage or trash shall be kept, maintained or contained on any Lot so as to be visible from another Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated, or remain anywhere on a Lot. All waste, garbage and trash shall be placed in containers with tight-fitting lids of the type and kind normally used in this locality and that shall be emptied and disposed of at least every seven (7) days.

**Section 2.8 Antennas/Satellite Dishes.** Television, radio and satellite dishes and antennas shall be situated, subject to approval of the Board of Directors, in a non-obtrusive location where they will, to the extent reasonably possible, be least visible to the other Owners and to others present on the Property.

**Section 2.9 Signs.**

(a) No billboard, advertising structure, sign or signs shall be displayed from any Lot except signs indicating property "for sale," "security protection," or temporary single events, such as "garage sale" or signs identifying a residence, road or fire district. Any such permitted sign shall be of an appropriate size and, in any event, not larger than four (4) square feet. Signs erected by the Association for informational or directional purposes shall be exempt from size limitations.

(b) Each Lot Owner shall place, as close as possible to the driveway entrance, a sign identifying the house number of the Owner's Lot. Size, color and material of the numbers must be compatible with the color and design of the Housing Unit.

**Section 2.10 Temporary Structures.** No trailer, basement, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall be erected, maintained or used on the Property at any time for any purpose.

**Section 2.11 Subdivision and Easements.** No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose. Provided, however, Lot 30 may be subdivided into no more than two (2) separate Lots. Any such subdivision must conform with the applicable subdivision ordinances, rules, and regulations of the governmental authority having jurisdiction over subdivisional land at such time as the Lot is subdivided.

Two (2) or more adjacent Lots may be combined into one (1) Lot and conveyed as one (1) Lot. Replatted Lots, combining two (2) or more adjacent Lots, shall be subject to general and special assessments as a single Lot after the Lots have been replatted and such replat filed in the Lawrence County Register of Deeds Office.

The provisions of this subsection shall not be construed to prohibit the granting of any easement or right of way to any political subdivision, public utility or other public body or authority or to the Association.

No easement, road, right of way or driveway shall be created, granted, conveyed, sold, or gifted, which is intended to be used or can be used for ingress/egress across or through any Lot to property outside Centennial Vista Estates Subdivision, except which will allow access to United States Forest Service property.

**Section 2.12 Lease/Rental.** No portion of any Housing Unit other than the entire Housing Unit shall be leased or rented. In the event of any lease or rental, the Owner, together with the tenants, shall be jointly and severally responsible to comply with all rules and regulations of the Association

**Section 2.13 Residence Construction Specifications.**

(a) No dwelling shall be constructed, erected or maintained without a minimum of the following finished square footage (excluding garage):

|                           |  |
|---------------------------|--|
| Ranch Style Home          | 1,500 sq. ft.  |
| Split Foyer Home          | 1,200 sq. ft.  |
| One & One-half Story Home | 1,200 sq. ft. (Main Floor)<br>600 sq. ft. (Second Floor) |
| Two Story Home            | 1,200 sq. ft. (Main Floor)<br>600 sq. ft. (Second Floor) |
| Tri-Level (or more) Home  | 1,000 sq. ft. (Avg. per Floor)                           |

(b) All plans for construction must be submitted for written approval to the Architectural Control Committee of the Association, as set forth in Article V below.

(c) All structures shall be of new materials, new construction, and set on a permanent foundation. No residences shall be moved on any Lot from any other location.

(d) All structures must comply with the latest editions of the local, state and national building codes, rules, and regulations.

(e) All roofs of all residences and all outbuildings shall be constructed of fire-resistant material.

(f) There shall be one (1) detached structure allowed per Lot. Such structure must contain a minimum of 350 square feet and a maximum of 1,500 square feet. Such structure shall be no more than two (2) stories in height and the exterior of the structure must be constructed utilizing the same materials used in the construction of the exterior of the main residence on the Lot and be of the same color scheme as the main residence on the Lot. No pole barn, prefabricated metal sided building or other tin sided building or structure shall be built, erected or allowed on any Lot.

**Section 2.14 Exterior Colors.** The color combination of exterior materials must be subtle and tasteful to blend with the environment. Earthen tones are required. Extreme contrasts in color of paints, stains, and masonry are discouraged. Roofing materials must be of darker tones. All color schemes must be approved by the Architectural Control Committee of the Association.

**Section 2.15 Fences.** No barbed wire, woven wire, or chain-link fences shall be allowed. The construction of any type of fence must have written approval of the Architectural Control Committee.

**Section 2.16 Continuity of Construction.** The exterior wall structures started upon the property shall be completed within twelve (12) months from commencement of construction.

**Section 2.17 Outdoor Fireplaces and Fires.** No outdoor fireplaces, incinerators, open fire pits, or open burning shall be allowed, except as permitted by the applicable county or state law, rule, or regulation. The Property lies within the Black Hills Fire Protection District, so no open fires shall be allowed except those meeting all requirements, rules and regulations of said Fire Protection District.

**Section 2.18 Community Association.** Each person who purchases a Lot or enters into a contract for purchase of a Lot shall be required to join and thereafter continue to be a Member of the Association and shall be bound by all rules and regulations as may be promulgated and approved by said Association, including its By-Laws, and rules and regulations established by its Board of Directors.

**Section 2.19 Lot Restrictions.** No more than one (1) single-family dwelling may be constructed on any Lot.

**Section 2.20 Mining.** No portion of the property shall be used to explore for or remove oil or minerals of any kind.

**Section 2.21 Roads.** All roads within the Subdivision are for the Owners and their guests. No parking is allowed on these roads.

**Section 2.22 Sewage Disposal Systems.** Only sewage disposal systems designed and approved by a licensed engineer and meeting the requirements of the State of South Dakota and Lawrence County shall be permitted on any Lot. All septic tanks must have an inspection access.

**Section 2.23 Utilities.** All utilities servicing any Residence and/or outbuildings on any Lot must be buried underground.

**Section 2.24 Violation of Law.** No Owner shall permit anything to be done or kept on his or her Lot which would be in violation of any local, state or federal law.

**Section 2.25 Water Supply Systems.** No individual water supply system, which is not part of the public water supply system serving the entire Subdivision and owned by the Association, shall be permitted in the Subdivision.

**Section 2.26 Side, Front and Rear Setback Restrictions.** No Residence shall be located on any Lot nearer than fifty (50) feet from the front Lot line, nor nearer than thirty (30) feet from the rear or side Lot lines. For the purposes of this Section, eaves, steps and open porches shall be considered as part of the Residence.

**Section 2.27 Mailboxes.** Mailboxes shall be constructed of a material and design approved by the Architectural Control Committee and the United States Postal Service.

**Section 2.28 Clear-Cutting of Timber.** No clear-cutting of timber shall be allowed.

**Section 2.29 All-Terrain Vehicles, Snowmobiles, Trail Bikes and Tracked Vehicles.** All-terrain vehicles, snowmobiles, trail bikes, and tracked vehicles may be operated within the Property, provided they proceed from the property owner's Lot on the most direct route from such Lot to a designated road and trail, between the hours of 7:00 A.M. and 9:00 P.M. All off-road vehicles operated within the Development shall adhere to the speed limit.

**ARTICLE III**  
**CENTENNIAL VISTA COMMUNITY ASSOCIATION**

**Section 3.1 Management by Association.** The Association shall supervise, own, operate and maintain the community water system, the common areas, and the publicly-dedicated rights of way within the Subdivision. The Association shall have the power and right to do the following:

(a) Adopt reasonable rules and regulations which the Members, their families, visitors and guests shall be subject to and comply with, and to amend such rules and regulations from time to time.

(b) The Association may provide penalties for violation of its duly adopted rules and regulations and for failure to pay assessments due and payable to the Association including loss of voting rights in the Association, as provided by the Articles of Incorporation or By-Laws.

(c) The Association shall have the right to permit construction of such improvements to and to perform such

maintenance and repair of the Common Property as may be deemed necessary and appropriate in its sole discretion.

(d) The Association shall have the right to levy assessments, which may include, without limitation, dues, fees and other charges, pursuant to these Covenants and pursuant to the By-Laws of the Association.

(e) The Association shall have the power and right to do all things authorized or permitted under the Articles of Incorporation and By-Laws of the Association.

**Section 3.2 Membership in Association.** Every Owner of a Lot shall be a Member of the Association, which shall function as a homeowners' association for the Owners of the Lots in the Subdivision. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot.

**Section 3.3 Voting Rights.** The Association shall have two (2) classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners (other than Class B Members) and shall be entitled to one (1) vote for each Lot. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** Class B Member(s) shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at the earlier to occur of (A) the date when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (B) six (6) years from consummation of the first sale of a Lot within the Subdivision.

**Section 3.4 Board of Directors.** The Members of the Association shall elect the Board of Directors (the "Board") of the Association in the manner as set forth in the By-Laws of the Association. The Board shall have all of the rights and obligations as set forth in this Declaration and in the By-Laws of the Association.

**Section 3.5 By-Laws.** The Association may make whatever rules and By-Laws it deems desirable to govern the Association and its Members; provided, however, any conflict between such By-Laws and the provisions hereby shall be controlled by the provisions hereof.

**Section 3.6 Inspection Rights.** Each Owner shall have the right to inspect and examine the books, records and accounts of the Association at reasonable times upon reasonable written notice, provided that such inspection and examination shall be at such Owner's sole cost and expense.

**ARTICLE IV**  
**ANNEXATION**

Additional land may be subject to this Declaration in the following manner:

**Section 4.1 Additions by Declarant.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of the Lot Owners and Members of the Association, additional properties in future stages of the development and within six (6) years from the date of this instrument. Declarant, its successors and assigns, shall not be bound to make any additions to the Property. Any additions authorized under this Section shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such real property.

**Section 4.2 Effect of Additions.** Any real property annexations made pursuant to this Article, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Lot Owner, Declarant, Association, and Board of Directors, to the real properties added or annexed.

**ARTICLE V**  
**ARCHITECTURAL CONTROL COMMITTEE**

**Section 5.1 Appointment.** The Board shall appoint an Architectural Control Committee (the "Committee") which shall consist of a minimum of three (3) members. All members of the Committee shall be Members of the Association or members of the Declarant.

**Section 5.2 Authority.** The Committee acting pursuant to a majority vote of its members shall have the right, power and authority to enforce this Declaration of covenants, conditions and restrictions, and all other terms contained in this Declaration relating to the matters within this purview as set forth herein.

No building, fence, wall, or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of such items be made by any Lot Owner until such plans have been submitted to and approved in writing by a majority of the members of the Committee as to:

(a) conformity and harmony of the proposed improvements set forth in said plans to the existing Development in the Subdivision, surrounding areas, and community standards;

(b) quality of workmanship and materials; and

(c) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the improvements on other Lots in the Subdivision.

**Section 5.3 Liability of Declarant and the Committee.**

(a) The Declarant and the members of the Committee shall have no liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory, arbitrary or capricious. Any errors in or omissions from the documents submitted to the Committee shall be the responsibility of the Lot Owner submitting the documents, and the Committee shall have no obligation to check for errors in or omissions from any such documents, or to check for such documents' compliance with any applicable building codes of Lawrence County, the State of South Dakota, FHA or VA regulations, state statutes or the common law.

(b) Declarant shall have no responsibility or liability for any causes of action, claims, debts, suits, or damages incurred by or on behalf of, or arising in connection with the Committee, or any activities thereof.

**ARTICLE VI**  
**SPECIAL DECLARATIONS**

In order to maintain the natural beauty of the property and to protect wildlife residing on the property, the Declarant imposes the following specific covenants and restrictions:

**Section 6.1 Restrictions as to Lot 11.** The existing forested rock formation located upon Lot 11 shall not be modified, removed, disturbed or destroyed; to do so would destroy its natural beauty. However, timber and brush located upon this area may be thinned and maintained consistent with good forestry practices. The portion of Lot 11, which is affected by this covenant, is shown as a "Green Space Easement" on the plat of Lot 11.

**Section 6.2 Pond Located Upon Lots 26 and 27**

(a) Declarant recognizes that wildlife use the natural water pond located upon portions of Lots 26 and 27. For this reason, there is shown on the plats of Lots 26 and 27 a "Green Space and Utility Easement" that shall be maintained in its natural state. Provided, however, the brush and trees within said area may be thinned and managed according to good forestry practices. The Association shall have the full power and authority, and obligation, to maintain this area in its natural state and in a manner consistent with good forestry practices.

(b) Wildlife using this pond, including birds, shall not be disturbed in any manner.

(c) In the event that there is insufficient natural water available to provide a watering source at this pond for wildlife, the Association Board shall have the responsibility of opening the fire hydrant adjoining this pond, so as to allow a sufficient amount of water to flow from the fire hydrant to maintain an adequate source of water for the wildlife utilizing this pond.

**Section 6.3 Acceptance of Restrictions.** The Owners of Lots 11, 26 and 27 are purchasing these properties subject to these special declarations and limitations.

**ARTICLE VII**  
**FIRE MITIGATION**

The Declarant encourages that all structures built within the Subdivision, including landscaping and road access, and thinning of trees and vegetation shall be in accordance, as much as possible, with good forestry practice, and the recommendation of the organization known as "FireWise Communities." This information concerning the recommendations of FireWise Communities can be found at [www.firewise.org](http://www.firewise.org) on the internet.

**ARTICLE VIII**  
**INCORPORATION BY REFERENCE ON SALE OR TRANSFER**

If an Owner sells or otherwise transfers his or her Lot, any deed purporting to effect such sale or transfer shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration, although the failure to do so shall not be deemed to defeat, alter, or terminate the covenants and restrictions set forth in this Declaration as to the property transferred.

**ARTICLE IX**  
**NOTICES**

Any notice required to be sent to Declarant or to any Member or Owner of a Lot or to any first Mortgagee of a Lot under the provisions of this Declaration shall be deemed to have been given when mailed by first class mail, postage prepaid, to the Declarant, or to such Member, Owner or Mortgagee at the address appearing on the records of the Association at the time of such mailing. It shall be the duty of Declarant and of each Member, Owner, or Mortgagee to provide written notice of address or change of address to the Association.

**ARTICLE X**  
**ENFORCEMENT**

The Association and the Owner of any Lot(s) may enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or enjoin violation, or to recover damages, and against any Lot or Housing Unit to enforce any lien created by these covenants. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a

waiver or estoppel of the right to do so thereafter. The Association and the Owner of any Lot(s) shall also be entitled, in any proceeding brought to enforce these or any subsequent covenants, the Articles of Incorporation, the By-Laws, and the rules and regulations of the Association now or hereafter existing, to recover from the Owner of any affected Lot, reasonable costs, disbursements and attorneys' fees incurred in enforcing the provisions hereof.

**ARTICLE XI**  
**RIGHTS OF FIRST MORTGAGEES**

No first mortgagee of record of any Lot shall be required to cure any breach of this Declaration which is not readily curable as to a Lot acquired by such mortgagee by foreclosure or by conveyance in lieu of foreclosure; provided, however, that such mortgagee is liable for all assessments which become due after such foreclosure or conveyance in lieu of foreclosure.

**ARTICLE XII**  
**BINDING EFFECT AND COMPLIANCE**

Each Owner, each Owner's heirs, successors and assigns and any other person acquiring any rights or privileges from an Owner shall be fully bound by and shall comply with the provisions of, and with any duly adopted amendments to, this Declaration, the Articles of Incorporation, By-Laws, rules and regulations of the Association and the decisions and resolutions of the Board of Directors of the Association, or their authorized agent. Failure to comply with such provisions, decisions or resolutions shall be grounds for action by the Association to recover sums due, or for damages, or for temporary or permanent injunctive relief.

**ARTICLE XIII**  
**INVALIDITY AND SEVERABILITY OF PROVISIONS**

Each and every covenant, restriction, provision, section and paragraph of this Declaration is deemed severable and in the event that any one or more of the same are declared to be invalid or unenforceable, all remaining provisions shall remain in full force and effect.

ARTICLE XIV  
TERM

The foregoing covenants and restrictions shall run with the land and bind all Property within the Subdivision, and shall remain in full force and effect for a period of twenty (20) years after the date of recording of this Declaration with the Register of Deeds Office of Lawrence County, South Dakota. After which time, these covenants shall automatically be extended for successive periods of ten (10) years. This

Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded with the Register of Deeds Office of Lawrence County, South Dakota.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand the year and date first-above written.

REXCO, L.L.C., a South Dakota  
Limited Liability Company

BY: *Dale R. Hansen*

DALE R. HANSEN

ITS: Manager/Member

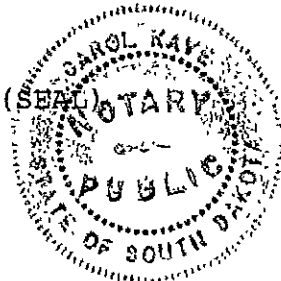
BY: *James S. Christensen*

JAMES S. CHRISTENSEN

ITS: Manager/Member

STATE OF SOUTH DAKOTA     )  
  ) SS.  
COUNTY     OF     MEADE     )

On this 6 day of February, 2006, before me, the undersigned Notary Public, personally appeared Dale R. Hansen and James S. Christensen who acknowledged themselves to be the Members/Managers of REXCO, L.L.C. a South Dakota Limited Liability Company, and that they as such Members/Managers, being authorized so to do, executed the within and foregoing instrument for the purposes therein contained, by signing the name of the Company by themselves as such Members/Managers.



*Carol Kaye*  
NOTARY PUBLIC

Commission Exp.: 6/14/07

Prepared By: Jeff Manley  
Black Hills Power, Inc.  
PO Box 1400  
Rapid City, SD 57709  
(605) 720-2444



Doc#: 2005-05779  
Recording Fee: \$ 12  
Date: 09/09/2005 Time: 13:15  
Lawrence County  
Register of Deeds

*Sheree L. Green*  
Deputy

WO# 90885

### RIGHT-OF-WAY PERMIT - OH/UG CORPORATION

I, Dale R. Hansen, a Member of REXCO, Inc., in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, hereby grants to BLACK HILLS POWER, INC. having its principal place of business and post office address at 625 Ninth Street, P.O. Box 1400, Rapid City, South Dakota 57709, its successors and assigns, a perpetual right-of-way and easement to construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and an electrical power line with poles, wires and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefor, together with the power to extend to any communications company the right to use any pole or trench placed pursuant to the provisions hereof, upon, over and across that certain piece of real estate hereinafter described, together with the right to cut, trim, or remove from said right-of-way any brush, trees, stumps, or roots where necessary to secure a clearance from the conductors of at least 10 feet on each side of the center line of said right-of-way. This easement shall run with the land. The centerline of the powerline as constructed is the center line of the easement

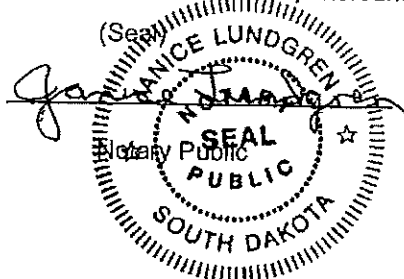
The real estate above referred to is specifically described as follows: TRACT A OF THE W1/2SE1/4SW1/4, T6N, R3E, Section 34, B.H.M. Lawrence County, South Dakota, SEE EXHIBIT "A"

The foregoing right is granted upon the express condition that Black Hills Power, Inc. will assume liability for all damage to the hereinbefore described property caused by said Black Hills Power, Inc. failure to use due care in its exercise of the granted right.

Signed: Dale R. Hansen Dated this 5 day of August 2005.  
STATE OF: South Dakota COUNTY OF: Meade

On this 5th day of August, 2005, before me, the undersigned officer, personally appeared Dale R. Hansen, who acknowledged himself to be a Member of REXCO Inc., and at that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as such Member.

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

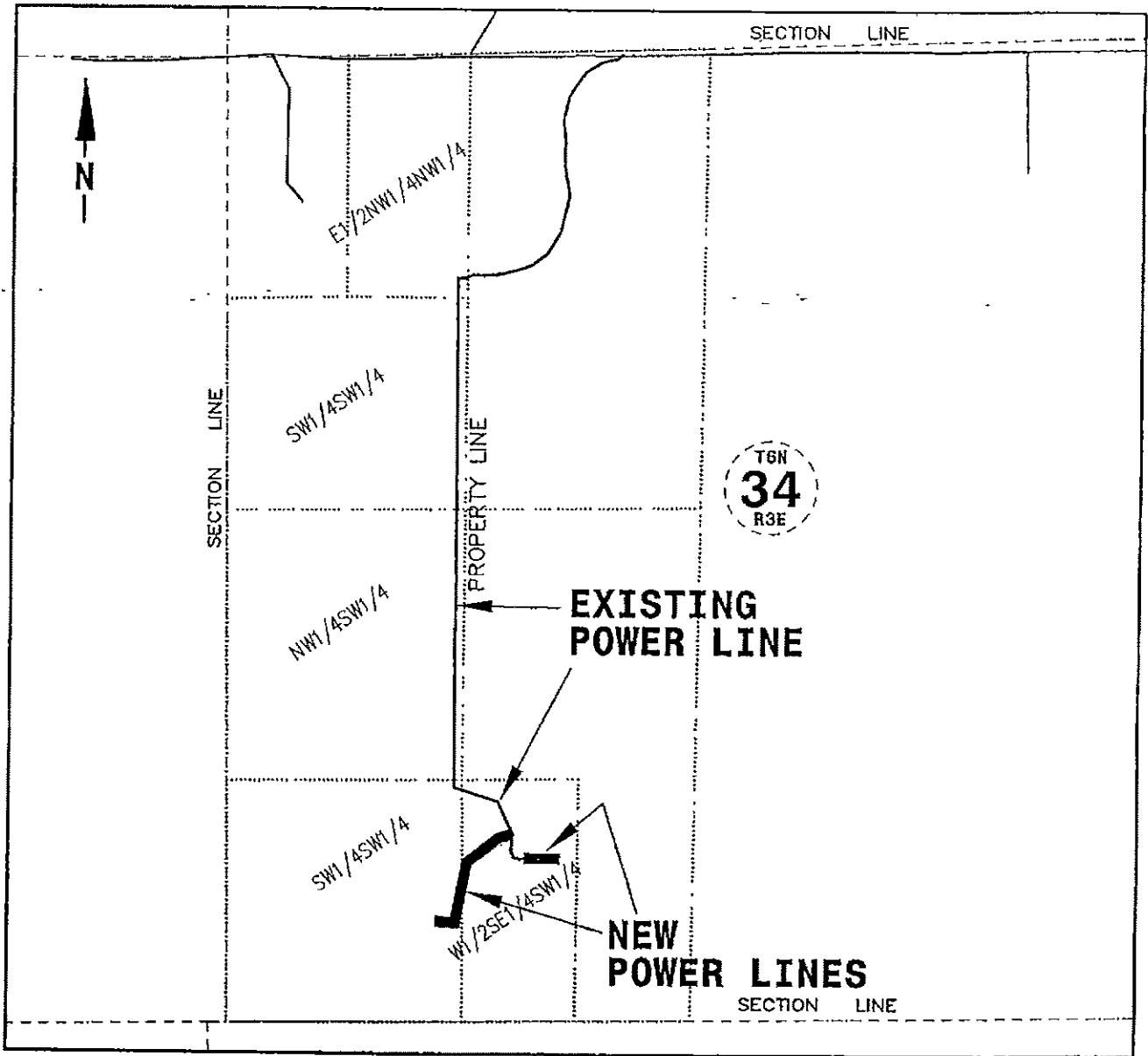


My Commission Expires: 11-24-05

# EXHIBIT "A"

The real estate referred to is specifically described as follows:

**SW1/4NW1/4 and the W1/2SE1/4SW1/4**  
T6N, R3E, Section 34, B.H.M. Lawrence County, South Dakota.



NOTE: The centerline of the powerline as constructed is the centerline of the easement.

EASEMENT

J. H. MCLEOD, owner of the East one-half ( $E\frac{1}{2}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ) of Section 34, T6N, R3E, B.H.M., Lawrence County, South Dakota, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to PATRICK W. KINGHORN and NANCEE KINGHORN, husband and wife, of Lawrence County, South Dakota, a perpetual right of way easement over, across and through the real estate hereinafter after described and a perpetual right to enter on said real estate for road and access purposes, together with the right of ingress and egress, over, across and through the following described property:

The East one-half ( $E\frac{1}{2}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ) of Section 34, T6N, R3E, B.H.M., Lawrence County, South Dakota.

This permanent road and access agreement shall be located within 160 feet of the southern boundary of the above described property and shall be 66 feet in width and at a location which will result in the least disturbance to the existing meadow.

The easement shall be for the benefit of and serve the following described property owned by PATRICK W. KINGHORN and NANCEE KINGHORN:

Tract 1 A, containing approximately 10 acres and Tract 1 B, containing approximately 9.87 acres, subdivisions of the West one-half ( $W\frac{1}{2}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of Section 34, T6N, R3E, B.H.M., Lawrence County, South Dakota as shown on the plat recorded in the office of the Lawrence County Register of Deeds as document no. 93-1971.

This Easement shall be binding upon the heirs, executors,

administrators, transferees and assigns of the parties and shall run with the land for the benefit of Tracts 1 A and 1 B described above.

Dated this 21<sup>st</sup> day of May, 1993.

J. H. McLeod  
J. H. McLeod

Patrick W. Kinghorn  
Patrick W. Kinghorn

Nancee Kinghorn  
Nancee Kinghorn

STATE OF SOUTH DAKOTA )  
  ) SS.  
COUNTY OF LAWRENCE )

On this 21<sup>st</sup> day of May, 1993, before me, the undersigned officer, personally appeared J. H. McLeod, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Abra A. Alley  
Notary Public  
My Commission Expires: 10-23-98

(SEAL)

STATE OF SOUTH DAKOTA )  
 ) SS.  
COUNTY OF LAWRENCE )

On this 24<sup>th</sup> day of May, 1993, before me, the undersigned officer, personally appeared Patrick W. Kinghorn and Nancee Kinghorn, 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.

Albra A. Alley  
Notary Public  
My Commission Expires: 10-23-98

(SEAL)

DOC. NO. 93-1972  
FEE \$ 9.00 JRM

19 93 MAY 26 PM 12:32

**JUDY R. MEVERDEN  
LAWRENCE COUNTY  
REGISTER OF DEEDS**

WARRANTY DEED

GEORGE P. PENDO and NORMA G. PENDO, Rt. 2, Box 416, Spearfish, South Dakota 57783, South Dakota, grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, GRANT, CONVEY AND WARRANT to J.H. McLEOD, of H.C. 37, Box 301, Lead, South Dakota 57754, South Dakota, grantees, the following described real estate in the County of Lawrence in the State of South Dakota:

The West Half of the West Half (W1/2W1/2) and West Half of the Southeast Quarter of the Southwest Quarter (W1/2SE1/4SW1/4) of Section 34, Township 6 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota.

SUBJECT, HOWEVER, to a life interest in Grantors in one-half undivided interest in any and all mineral rights of every type and kind in said property.

Dated this 17<sup>th</sup> day of September, 1990

TRANSFER FEE PAID \$ 94.50  
R# 20023

George P. Pendo  
GEORGE P. PENDO  
Norma G. Pendo  
NORMA G. PENDO

STATE OF SOUTH DAKOTA )  
  ):SS  
County of Lawrence )

On this the 17 day of September, 1990 before me, the undersigned officer, personally appeared GEORGE P. PENDO and NORMA G. PENDO, 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.

Bonnie Peterson  
Notary Public  
My comm. ex. April 21, 1985



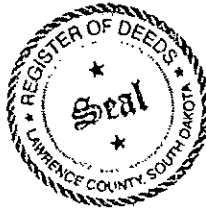
DOC NO. 93-4542  
FEE \$ 5.00 slm

19 93 SEP 21 AM 10:26

JUDY R. MEVERDEN  
LAWRENCE COUNTY  
REGISTER OF DEEDS  
1 Page

**PREPARED BY:**

Dale R. Hansen  
Hansen & Hubbard  
P.O. Box 580  
Sturgis, SD 57785  
(605) 347-2551



Doc#:2004-07848  
Recording Fee: \$ 18  
Date:11/30/2004 Time:11:20  
Lawrence County  
Register of Deeds

*Sheree L Green  
Deputy*

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**MODIFICATION OF ACCESS EASEMENT**

The parties to this Agreement are as follows:

- A. Tackett Family Limited Partnership, whose address is c/o Daniel Tackett, 3751 Skyline Drive, Rapid City, SD 57701, hereinafter referred to as TACKETT, and
- B. Rexco, L.L.C., whose address is 1010 Ball Park Rd., Suite 6, Sturgis, SD 57785, hereinafter referred to as REXCO.

**WHEREAS**, TACKETT is the owner of the following-described real property located in Lawrence County, South Dakota, to-wit:

TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE BLACK HILLS  
MERIDIAN, LAWRENCE COUNTY, SOUTH DAKOTA:

Lot 34: NE $\frac{1}{4}$ NW $\frac{1}{4}$

(hereinafter referred to as "the Tackett Property,") and

**WHEREAS**, REXCO is the owner of the following-described real property located in Lawrence County, South Dakota, to-wit:

TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE BLACK HILLS  
MERIDIAN, LAWRENCE COUNTY, SOUTH DAKOTA:

Lot 34: E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

(hereinafter referred to as "the Rexco Property,") and

**WHEREAS**, there is an Access Easement Plat of record at the Register of Deeds Office of Lawrence County, South Dakota, recorded as Document No. 90-3478 (hereinafter referred to "existing access easement"), which sets forth the location of an access easement over the Tackett Property for access to the Rexco Property, and

**WHEREAS**, TACKETT and REXCO, as the present owners of the property affected by the existing access easement, have agreed to a modification of the existing access easement, now therefore,

**THE PARTIES AGREE AS FOLLOWS:**

1. That attached to this Agreement and labeled Exhibit A is an Exhibit prepared by John S. Peters, a Registered Land Surveyor in the State of South Dakota. The parties agree that the portion of the existing access easement shown on the attached Exhibit A, described to be: "30' Vacated Easement" is hereby vacated, terminated and is of no further force and effect. REXCO shall not have the right to use said vacated easement at any time in the future.

2. The parties further agree that said Exhibit A shows the location of a new 30' Utility and Access Easement, which will allow direct access off from the section line right-of-way shown on Exhibit A, to the existing access easement, and which will replace the portion of the existing access easement which is vacated by this Agreement.

3. TACKETT agrees that the existing access easement and the extension of said access easement may be used by REXCO for installation and maintenance of an underground electrical power line providing electrical power service to the Rexco Property, and also used to provide access to the Rexco Property.

4. This Agreement shall be considered to be a covenant running with the land and binding upon the parties hereto, their heirs, successors and assigns.

5. As part of the consideration for this Agreement, TACKETT agrees to sign a Right-of-Way Permit in favor of Black Hills Power, Inc., allowing Black Hills Power, Inc. to install

and maintain an underground electrical system within the existing access easement, as modified by the terms of this Agreement, and as shown on Exhibit A.

Dated this 16<sup>TH</sup> day of November, 2004.

TACKETT FAMILY LIMITED PARTNERSHIP

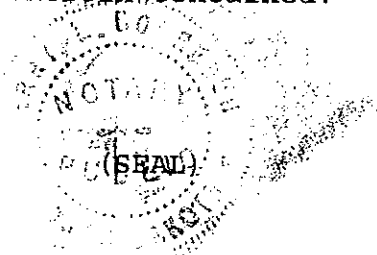
BY: [Signature]  
DANIEL TACKETT  
ITS: PRESIDENT

REXCO, L.L.C.

BY: [Signature]  
DALE R. HANSEN  
ITS: Member

STATE OF SOUTH DAKOTA )  
COUNTY OF Pennington ) SS.

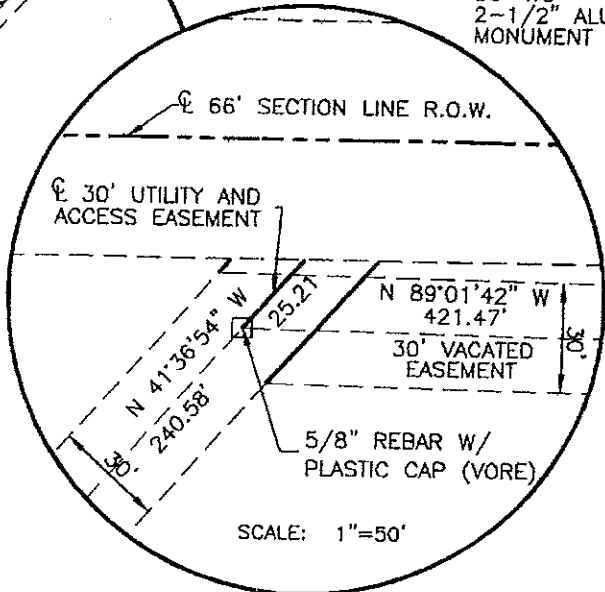
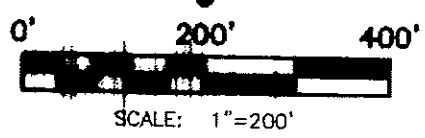
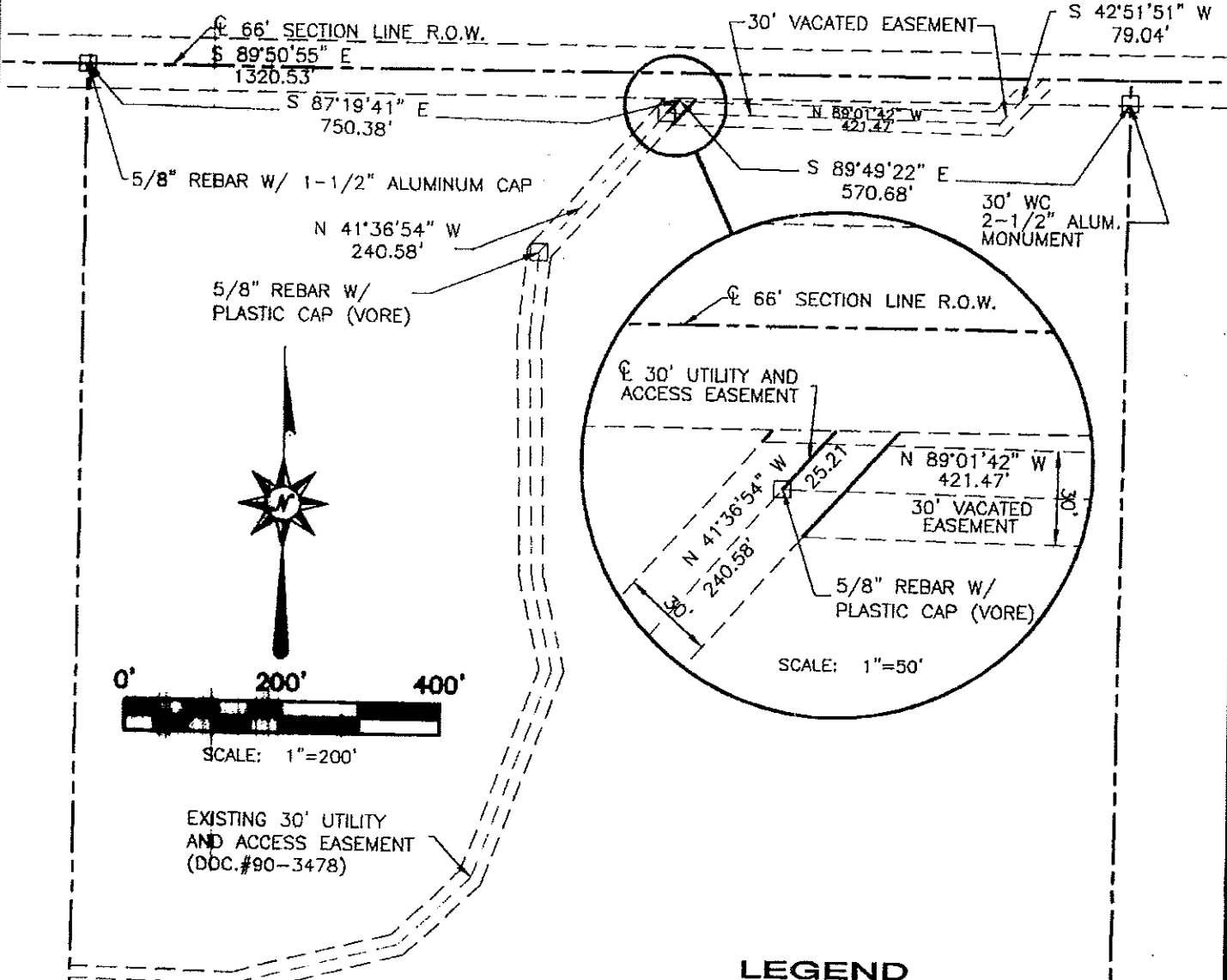
On this the 18<sup>th</sup> day of November, 2004 before me a Notary Public within and for said County and State, personally appeared DANIEL TACKETT, who acknowledged himself to be the President of TACKETT FAMILY LIMITED PARTNERSHIP, and that he, as such President, being authorized so to do, executed the within and foregoing instrument for the purposes therein contained.



[Signature]  
NOTARY PUBLIC  
Commission Exp.: Nov. 3, 2010



**EXHIBIT A**  
**30' UTILITY AND ACCESS EASEMENT**  
**AND 30' VACATED EASEMENT**  
 LOCATED IN THE NE1/4 NW1/4, SECTION 34, T.6.N., R.3.E., B.H.M.  
 LAWRENCE COUNTY, SOUTH DAKOTA



EXISTING 30' UTILITY  
 AND ACCESS EASEMENT  
 (D.C. #90-3478)

**LEGEND**

□ - FOUND MONUMENT

PREPARED BY:  
 J. S. PETERS  
 239 EVANS LANE  
 SPEARFISH, SD 57783  
 (605) 642-7401

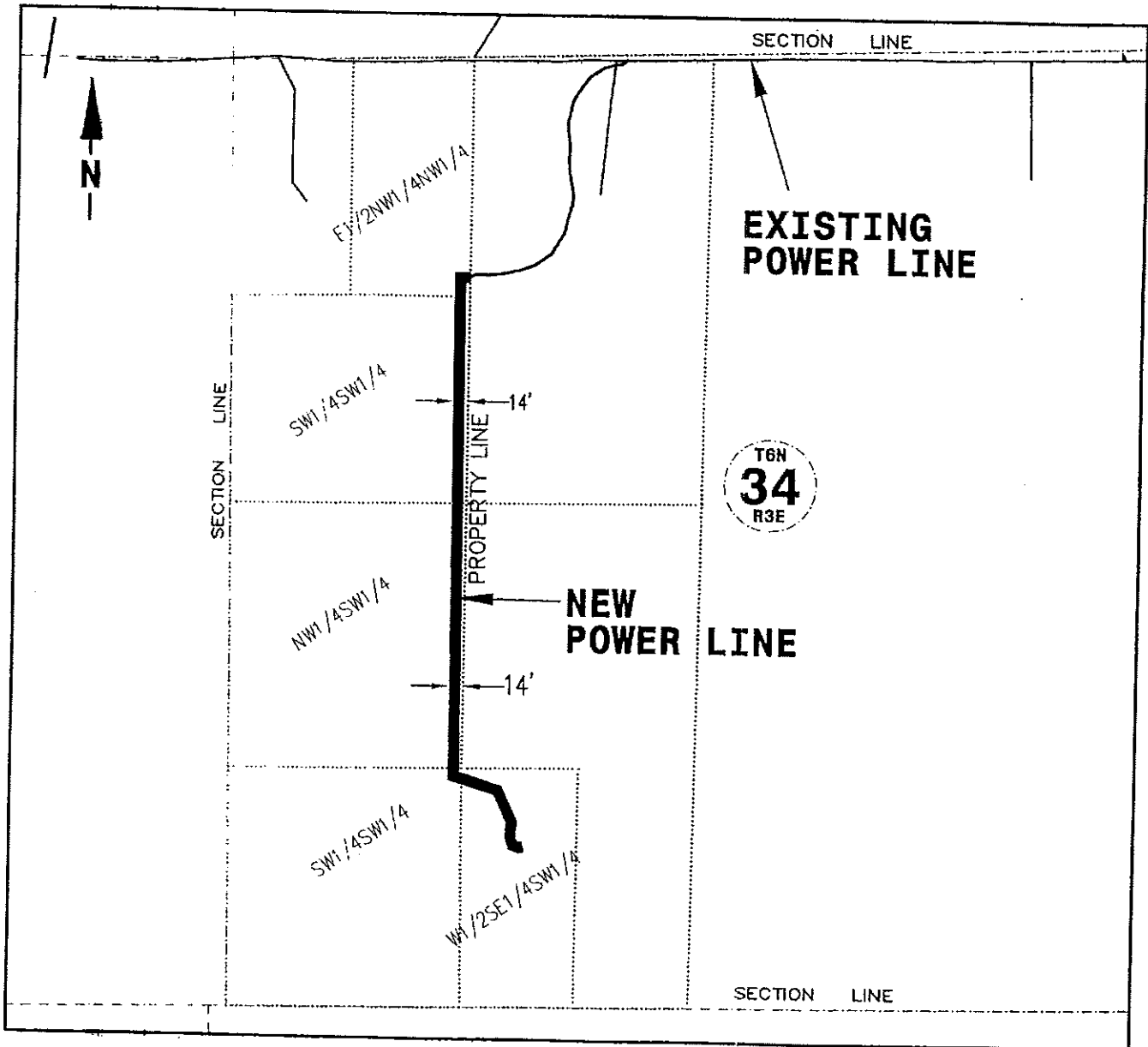
ALL BEARINGS AND DISTANCES ARE FROM  
 RECORDED DOCUMENT #90-3478.



# EXHIBIT "A"

The real estate referred to is specifically described as follows:

**E1/2NW1/4NW1/4, SW1/4NW1/4, NW1/4, SW1/4, SW1/4SW1/4,  
and the W1/2SE1/4SW1/4, T6N, R3E, Section 34,  
B.H.M. Lawrence County, South Dakota.**



NOTE: The centerline of the powerline as constructed is the centerline of the easement.