

# ***DECLARATIONS OF RESTRICTIONS AND COVENANT***

## ***TO RUN WITH THE LAND***

(This document replaces document #94-834)

KNOW ALL MEN BY THESE PRESENTS

THAT Rolling Hills Homeowners' Association was created by and through court order CR 94-50067 Section 10, and through an auction held September 4, 1997 by the US Marshal Service and now owns the following described real property, to-wit:

Lots 1, 2, 3, Block 1; Lots 1 - 10, Block 2; Lots 1, 3, 5 - 9, Block 3; Lots 1 - 15, Block 4; Lots 1 - 11, Block 5; Lots 1- 12 and 14, Block 6; Lots 1 and 2, Block 7; recorded as Plat Document No. 92-3964, and lots 3-16, Block 7 recorded as Plat Document No. 98-220, Rolling Hills Addition, a subdivision of Tract "B" of the NW 1/4 NE 1/4 of Section 24, T6N R2E, Lawrence County, South Dakota.

AND, THAT Rolling Hills Homeowners' Association through its members are owners of the real property described above, hereby supercedes "Declaration of Covenants, Conditions, Restrictions, and Easements For Custom Craft Home Center, Inc. of Spearfish, South Dakota", dated February 8, 1994, filed as Document No. 94-834 February 23, 1994, with the restrictions and covenants contained herein.

Therefore, for the purpose of establishing and maintaining the above described real property as a desirable residential area of Spearfish, Lawrence County, South Dakota, and for the purpose of establishing and maintaining high quality home sites and fair and adequate property values, the following declarations as to restrictions and covenants to run with the land and pertaining to the use of the above described property are hereby adopted and declared.

Said restrictions and covenants shall constitute covenants to run with the land and shall be binding upon all parties, their heirs, successors and assigns, for a period of twenty-five (25) years from the date recorded in the office of the Lawrence County Register of Deeds, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots, included in the above described property, has been recorded, providing for a change in said covenants, in whole or in part. Invalidation of any one of the covenants provided herein by judgment or court order shall in no way or respect affect, any of the other covenants which shall remain in full force and effect.

### COVENANTS AND RESTRICTIONS:

1. The property shall be used for single family residence purposes only and not for any business, trade, commercial or industrial purposes whatsoever, except that individuals may conduct non-nuisance, unoffensive business activities from their homes.

2. Only one building shall be constructed on any lot and no lot shall be further subdivided; the exterior construction of any building shall be completed within six (6) months from the date of commencement of construction. All building plans must be pre-approved by the Board of Directors of the Rolling Hills Homeowners' Association in order to assure harmony of external design and location in relation to surrounding structures and topography, and to insure compliance with this Declaration of Restrictions and Covenants.

3. All natural surface areas on the property which are disturbed by construction shall be returned promptly and as neatly as possible to their natural state. Landscaping shall be completed around each house constructed within nine (9) months after completion of the construction of that house, and such landscaping shall at all times be maintained in good condition and repair. Firewood or other combustible materials must be neatly stacked adjacent to the rear of the house or garage, or in such other place as is not visible from the street or from a neighboring residence.

4. There shall be no towers, antennas or satellite dishes permitted on any lot.

5. Building Requirements:

- (a) One (1) story, split level, split foyer single family homes shall have a minimum of 1300 square feet of finished living area above grade is required.
- (b) One and one-half (1 1/2) story single family homes shall have a minimum of 900 square feet of finished living area on the main level and a minimum of 1500 total square feet of finished living area above grade and two (2) story single family homes shall have a minimum of 900 square feet of finished living area on the main level and a minimum of 1700 total square feet of finished living area above grade.
- (c) Townhouses and condominiums: All townhouse and condominium plans and specifications must be approved in writing by the Board of Directors of the Rolling Hills Homeowners' Association and by the City of Spearfish Planned Unit Development Committee. The minimum square footage requirements of (a) and (b) above do not apply to townhouses and condominiums.
- (d) All single family homes, as specified in (a) and (b) above, must have an attached garage with at least two (2) car stalls.
- (e) A minimum, of one hundred (100) square feet of brick or stone construction will be required in front of each home. This can include, but is not limited to, pillars, planters, veneer, landscaping, etc.
- (f) All fences constructed on any lot shall be of new materials. No fort-type fences, snow fences, chicken-wire fences, or agricultural type wood or wire fences are allowed on the property.
- (g) All exterior paint colors will be white, earth tones or pastels.

(h) All construction shall be restricted to single family dwellings constructed on site with new building materials (no modular homes, move-ins, trailer homes or mobile homes), with the exception of the following, which are zoned R3:

Lots 1, 2, 3, Block 1;  
Lots 1, 2, 3, Block 2;

No basement, trailer, vehicle or structure of any kind, except a completed dwelling unit as herein provided, shall be occupied or used for residence purposes on the property at any time.

(i) All construction must conform to the building codes, zoning codes, and subdivision regulations of the City of Spearfish, Lawrence County.

6. Except as hereinafter provided, no dwelling house or structure shall be erected on the property, the front line of which, meaning the front line of the foundation of the structure or any projection thereof (excluding the roof line), is nearer the street on which the dwelling faces than twenty-five feet (25'); and no dwelling shall be erected on said property, the side line(s) of which is nearer the side line of the property than eight feet (8') for single story, or twelve feet (12') for 1 ½ or 2 story; and no dwelling shall be erected on said property, the rear line of which, meaning the rear line of the foundation of the structure or any projection thereof (excluding the roof line), is nearer the rear line of the property than eight feet (8') for single story, or twelve feet (12') for 1 ½ or 2 story. All set-backs must meet the specifications of the City of Spearfish. No unattached or out buildings shall be erected.

7. Rubbish or trash, and all garbage or similar waste, shall be kept in sanitary containers, and all equipment for disposal of garbage, trash and rubbish shall be kept in a clean, sanitary and fire-safe condition, with such containers emptied and contents disposed of at least every seven (7) days.

8. Nothing shall be done or kept in or within the property which might result in an increase in the premiums with respect to insurance obtained for all or any portion of the property or which might cause cancellation of such insurance.

9. Exterior lighting shall be consistent with harmonious development and the prevention of lighting nuisances to other homeowners.

10. Except as hereinafter specifically provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any of the property; cats, dogs or other usual and ordinary household pets are acceptable provided they are not kept, bred or maintained for any commercial purpose, or be allowed to run at large. The number of such household pets shall be limited to no more than three (3) per household.

11. Development upon any lot shall be performed in such a way as to not seriously damage or interfere with the natural course of drainage as the same exists on the date of these presents.

12. No noxious or offensive trade or activity shall be carried on in any part of the property, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No firearms may be discharged anywhere on the property.

13. Except as hereinafter provided, no signs of any kind shall be permitted on the property or displayed to the public view, provided, however, it shall be permissible to display on any lot one sign of not more than one foot square for the limited purpose of advertising the property for sale by an owner or his agent or by a builder.

14. There is hereby reserved a perpetual easement to run with the land ten (10) feet wide along and parallel to each side and rear lot line for installation and maintenance of utilities including telephone, electricity, gas, sewer and cable television service; exercise of any right pertaining to said easements shall be reasonable and in such a manner as not to unreasonably interfere with utilization of the lots for residential purposes.

15. Nothing shall be done or kept in or on any portion of the property which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body.

16. No portion of the property including, without limitation, any area within a lot, shall be used to explore for or to remove any water, soil, hydrocarbons, or other minerals of any kind.

17. No trucks used for commercial purposes in excess of one (1) ton, abandoned, or similar vehicles shall be parked in the property except inside closed garages or in a fully screened area of the lot. In addition, vehicle maintenance or repairs must be done on the inside of the lot or unit owner's garage, and, only to the owner's vehicle(s).

18. No solar panels will be allowed within the project.

19. It is recognized that, in certain instances, topography, terrain, and dwelling square footage, or other restrictions or requirements, may reasonably require modification or exception to the requirements and as to such, the Board of Directors of the Rolling Hills Homeowners' Association reserves the right to alter, modify, amend or change these restrictions and covenants, and to make exceptions to said restrictions and covenants without notice to or the consent of any grantee; any failure by Rolling Hills Homeowners' Association, its successors or assigns, to assert any right herein provided with regard to restrictions and covenants shall not be deemed a waiver of the restrictions and covenants, and the same may be asserted at any time. It is expressly provided that a breach of any of the restrictions and covenants herein above set forth shall not defeat or render

