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Doc #84124 Recording Fee \$30.00
CUSTER COUNTY REGISTER OF DEEDS
Recorded 10/5/2021 at 10:30 AM, Book 47 MISC 565
Teri L Morgan, Register of Deeds

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKY KNOLLS ESTATES

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Rocky Knolls Estates ("Restated CCRs") shall be effective of the date of recordation in the Office of the Custer County Register of Deeds, Custer, South Dakota; and

WHEREAS, "Rocky Knolls Estates Declaration of Covenants, Conditions and Restrictions" was recorded at Book 36 of Miscellaneous, Page 378-379, at the Office of the Custer County Register of Deeds affecting the below legally described real property, to wit :

Lots 1, 2, 9-12, and 14 of Rocky Knolls Estates Subdivision, being a part of Tract Mahnke, Government Lot 1, and the NW1/4NE1/4, all located in Section 34, Township 3S, Range 4 East, BHM, Custer County, South Dakota, according to plat document recorded in Book 11 of Plats, Page 257; AND

Lots 1-10 of Crystal Pines at Rocky Knolls, being a replat of Lots 3-8 of Rocky Knolls Estates Subdivision, Located in Government Lot 1 and the NW1/4NE1/4, Section 34, Township 3 South, Range 4 East, BHM, Custer County, South Dakota, according to plat document recorded in Book 11 of Plats, Page 316; AND

Lot 11R, formerly Lots 11 and Lot 12 of Crystal Pines at Rocky Knolls Estates Subdivision, located in Government Lot 1 and the NW1/4NE1/4 of Section 34, T3S, R4E, BHM, Custer County, South Dakota, according to plat document recorded in Book 12 of Plats, Page 562; AND

Tract Sowder (R) of Tract Sowder and Tract White Spar of Nestle Rock Subdivision of Tract 13 Ridgeview Estates Subdivision, a portion of Government Lot 2 and a portion of Government Lot 8 and White Spar No. 2 Mica and Whit Spar Mica of MS 2009, located in the NE1/4 and the SE1/4 and the SW1/4 and the NW1/4 of Section 34, T3S, R4E, BHM, Custer County, South Dakota.

WHEREAS, pursuant to the Declaration's Section Fifteen (15), these Declarations may be amended by owners consisting of more than two thirds (2/3) of the homeowners ("Owners") within Rocky Knolls Estates, each of which are members of Rocky Knolls Homeowners Association, Inc. ("Association");

WHEREAS, these Restated CCR's shall replace and supersede any and all prior covenants, restrictions, and declarations, being specifically the Declarations recorded at Book 36, page 378 of Miscellaneous on November 22, 1994 at 2:15 p.m. in the Custer County Register of Deeds;

WHEREAS, this Document is not intended to effect any change or amendment to the documents recorded against the property commonly described as the "Crystal Pines at Rocky Knolls Estates", said documents recorded at Book 36 of Miscellaneous, Page 617, and Book 37 of Miscellaneous, Page 542 of the Custer County Register of Deeds;

WHEREAS, by these Restated CCRs, Owners intend the above described legally described real property shall be subject to these covenants, conditions, and restrictions and the Articles of Incorporation and By-Laws of the homeowner's association provided for herein;

ARTICLE I DEFINITIONS

Section 1: "Association" shall mean and refer to the Rocky Knolls Estates Homeowners Association, Inc. its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the above-described real property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" or "Property" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of Rocky Knolls Estates.

Section 4: "Lot" shall mean and refer to any plot of land within the Property.

Section 5: "Member" shall mean every owner holding membership in the Association

Section 6: "Board of Directors" or "Board" shall mean those individuals elected to govern the Association.

Section 7: "Association Bylaws" or "Bylaws" shall mean the rules governing the Board of Director actions for fulfillment of the covenants.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS, AND ORGANIZATION OF ASSOCIATION

Section 1: Membership. Every owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot covered by these Restated CCR's.

Section 2: Voting. Each Owner of a Lot covered by these Restated CCR's shall be entitled to one vote for each Lot owned. When more than one person or entity hold an interest in any Lot, all such persons shall be Members of the Association, but only one vote for such Lot may be exercised.

Section 3: Enforcement. Enforcement of the covenants, conditions, and restrictions described herein may be by proceedings at law or in equity, against any person or entity for injunctive relief or for damages, violating or attempting to violate any restriction, covenant, or condition contained herein.

Section 4: Assessments. The Association shall determine and levy annual assessments in a number it deems necessary to carry on the business of Association.

ARTICLE III

RESIDENTIAL AREA COVENANTS

Section 1: Use of Lot. All Lots covered by these Restated CCR's shall be used for single family residence purposes only and not for any home office, commercial rental, business, trade, commercial or industrial purpose whatsoever. This section shall not prevent a single continuous residential rental of a home for residential purposes provided the owner and renters comply with these covenants. In no event, shall any noxious or offensive trade or activity be carried on upon any lot, nor shall anything be done thereon which may be or become a disturbance to the peace and quiet of or an annoyance or a nuisance to the neighborhood. This includes but is not limited to disturbances caused by pet noise, lighting, and equipment noise outside of normal working hours.

Any and all types of short-term vacation rentals (ex: VRBO, AirBnB) are specifically prohibited and shall not be allowed within the subdivision.

Section 2: Construction. Except as expressly provided herein, only one single family dwelling house shall be erected or maintained on any Lot. No Lot shall be further subdivided unless an owner of two (2) original Lots combined them into one Lot and desires to divide the resulting Lot into two (2) Lots. Each dwelling shall have no less than eight-hundred (800) square feet of living space on the ground floor, which does not include enclosed garages, decks, porches, or other attached storage. Up to one single outbuilding compatible in size, design, location and color with the main family dwelling is permitted on each Lot. All home exteriors shall conform in color consistent with the surrounding terrain and be "earth color" or "neutral/off-white color". No bright non-neutral colors or highly reflective materials, such as

aluminum (anodized) frames, windows, doors, etc. are permitted. The Board shall determine compliance with this Article and what constitutes consistent "earth color" or "neutral/off-white color" "consistent with the surrounding terrain. The Board shall promulgate rules, regulations, and an appeal process for the determination of what constitutes "earth color" or "neutral/off-white color" consistent with the surrounding terrain and approval of such colors. The Board, in their discretion, may include the opinion and/or approval of neighbors in the determination and approval of such colors. Any new exterior construction, ancillary construction/buildings, or additions to current homes must be submitted to the Board for approval consistent with this Section.

All construction shall be original, in that no previously constructed used dwelling, trailer house, or mobile home shall be permitted on any of such property and shall be fully completed within two years. No trailer, vehicle, or structure of any kind except a completed dwelling house as herein provided shall be occupied or used for residence purposes at any time.

Any structures not conforming to this Section 2 constructed prior to the ratification of these Restated CCRs on the date below are hereby grandfathered and exempt from this provision.

Section 3: Set Backs. No home may be erected within fifty feet (50') of the right of way from the nearest street on which the dwelling faces; or within twenty-five feet (25') of the side lot line of the property without prior written approval of the Board. No unattached or outbuildings shall be erected unless specifically authorized herein.

Any structures not conforming to this Section 3 constructed prior to the ratification of these Restated CCRs are hereby grandfathered and exempt from this provision. The removal of any grandfathered structure shall immediately remove said status and require all subsequently constructed structures to abide by the setback provisions herein.

Section 4: Trash. All rubbish, trash, and garbage and 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. All stored garbage containers shall be stored in an inconspicuous manner.

Section 5: Vehicles. Except for a period of no more than ten (10) days in any sixty day period (60) period, all recreational vehicles and recreational equipment, including but not limited to, Boats, motor homes, trailers, campers, recreational vehicles, motorcycles, snowmobiles, and jet skis, shall be kept out of public view, or stored off-site and outside of the association limits.

All unlicensed, abandoned, or inoperable vehicles must be kept out of public view from any direction. No rebuilding, refinishing, or major repairs of any vehicle shall be permitted in public view, except for occasional minor repairs and maintenance; provided, such minor repairs must be completed within a thirty-six (36) hour period.

Section 6: Pets. Non-domestic animals, livestock, horses, or poultry of any kind shall not

be raised, fed, or kept on any Lot. The only animals permitted are non-vicious dogs, cats, and other household pets. They must not be kept, bred, or maintained for any commercial purpose. All pets must be confined upon the owner's property or maintained on a leash.

Section 7: Signs. 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 (1) sign of not more than two feet (2') by four feet (4') or eight (8) square feet for the limited purpose of advertising the property for sale or lease by an owner or owners' agent.

Section 8: Utility Easement. There is hereby reserved a perpetual easement to 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.

Section 9: Utilities. All utilities, including, but not limited to, telephone, electricity, gas, sewer, and cable television shall be buried underground, and no poles for utility purposes shall be permitted above ground on any Lot. No offensive or intrusive lighting is permitted.

Section 10: Alternative Energy. Any exterior solar electricity generating devices including solar collecting panels must be approved by the Board prior to installation.

Section 11: Clothes Lines. Clothes lines are to be kept out of public view and placed in as inconspicuous a location as possible.

Section 12: Fences. Privacy fences and chain link fences are prohibited. Any fences are to be constructed of split rail log style. Light gage metal mesh garden fencing may be anchored to the interior of the split rails for animal containment provided this fencing does not extend above the top rail. Garden fences may be permitted if preapproved by the Board and conform to such specifications and requirements as it may deem appropriate.

Section 13: Storage Tanks. Any tanks permitted by law must be buried, or concealed, or disguised in a manner so as to be not visible to the naked eye.

Section 14: Appearance of Lot. Each Lot and all improvements, landscaping, and gardens, shall be maintained by Owner to a state of good repair, neat and well kept.

ARTICLE IV GENERAL PROVISIONS

Section 1: Term and Amendments. These Restated CCRs are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time said Restated CCRs shall be automatically extended for successive periods of ten (10) years unless the Association has been dissolved and an instrument signed by sixty-six and two-thirds percent Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Rocky Knolls Estates
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(66 2/3%) of the then Owners of the Lots within the subdivision has been recorded with the Office of the Custer County Register of Deeds Office removing said Restated CCRs. These Restated CCRs may be amended or added to by a vote of sixty-six and two-thirds percent (66 2/3%) of the Owners entitled to vote.

Section 2: Enforcement. These Restated CCRs are for the mutual benefit of all Owners within the subdivision. Consequently, an Owner or the Association may bring an action at law or in equity to enforce these Restated CCRs, against any person or persons violating or attempting to violate any of the terms or conditions thereof, or any amendment hereto, whether to prohibit violation or to recover money damages.

Section 3: Prospective Application. The provisions of these Restated CCR's shall apply prospectively only, and shall become effective only after being approved by sixty-six and two-thirds percent (66 2/3%) of the owners of the Lots described above, and only after being recorded and filed with the Office of the Custer County Register of Deeds. Any existing violations of the Restated CCRs on the real property dealing with, for example, the size, color, location, material and type of structure, building, fence or other fixture is specifically waived, released and grandfathered herein, and no legal action or proceeding may be taken or based upon any such existing violation. Any other violations of these Restated CCRs dealing with the usage of property is not waived and legal action may be commenced on the basis of such violation.

Section 4: Notices. Any notice required to be sent to any Owner shall be deemed to have been properly given when mailed postage prepaid to the last known mailing address of the Owner, hand-delivered to an individual residing on said lot providing said individual is over the age of fourteen (14) years, or delivered electronically to the last known email address provided by the Owner.

Section 5: Severability. The invalidity in whole or in part of any covenant, restriction, section, subdivision, or any other provision of this declaration, shall not affect the validity of the remaining portions thereof.

CONSENT AND APPROVAL PAGES TO FOLLOW

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State of South Dakota)
) ss.
County of Custer)

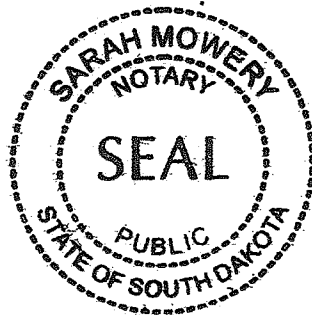
Dean Berger and David Reid, being first duly sworn, certifies that he circulated the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Rocky Knolls Estates, that each property owner within Rocky Knolls Estates and signer(s) were provided with a copy of said Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Rocky, that each signature obtained was via US Mail or obtained in person, and that either he or the signer inserted the name, the address of the signer, and the date of signing.

Dean Berger
Dean Berger

David Reid
David Reid

Sworn before me this 21st day of September, 2021.

(SEAL)



Sarah Mowery
Notary Public
My Commission Expires:
Oct 20, 2026