

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BUILDERS DEVELOPMENT GROUP, INC.

THIS DECLARATION, made on the date hereinafter set forth by Builders Development Group, Inc. and Dean R. Hamm and Jill C. Hamm, all parties of Rapid City, Pennington County, South Dakota, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Pennington and State of South Dakota, which is more particularly described as:

Lots One (1) through Nine (9), inclusive, in Block One (1), Lots One (1) through Sixteen (16), inclusive, in Block Two (2) and Lot One (1) in Block Three (3), including the well lot and open space, all located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), and Lot Two (2) of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), all in Section Twenty-Nine (29), Township One (1) North, Range Seven (7) East of the Black Hills Meridian, Pennington County, South Dakota.

Additional area in a Planned Unit Development as approved by the Board of Commissioners of Pennington County, South Dakota, may be added from time to time provided that the additions are in accord with the general plan approved by the Federal Housing Administration and the Veterans Administration of the United States.

WHEREAS, Dean R. Hamm and Jill C. Hamm have, by Warranty Deed dated May 15, 1981, and recorded in the office of the Pennington County Register of Deeds on August 25, 1981, in Book 16 of Deeds at Page 9268, restricted subdivision thereof, which restriction is acknowledged as satisfied by this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Countryside 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 Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in Countryside Subdivision.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The Common Areas shown on the plat filed in the Office of the Register of Deeds of Pennington County, South Dakota, on the _____ day of _____, 1981, and recorded in Book _____ of Plats at page _____.

The plat referred to is the first plat of phase one of a Planned Unit Development and the Common Areas in the initial plat, together with all subsequent plats will have designated certain areas of land which are intended for use by homeowners in Countryside Subdivision for recreation and other related activities.

The designated areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the homeowners in Countryside Subdivision as more fully provided by this Declaration of Covenants, Conditions and Restrictions. Said plat is hereby incorporated and made a part of this Declaration.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Builders Development Group, Inc. and Dean R. Hamm and Jill C. Hamm, and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 2001.

Section 3. Annexed areas. Annexed areas, as described in Article VIII, Section 4, shall, for purposes of membership and voting rights, be entitled to the same rights and obligations as those set forth in Sections 1 and 2 of this Article. Annexation may extend the time in which Declarant will be entitled to wait at voting, but such extension shall not continue beyond January 1, 2001.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years, and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of two-thirds (2/3) of

the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) Declarant shall pay minimally one-third (1/3) of the assessment applicable to each Lot unimproved or improved, and unoccupied to which the Declarant retains ownership. In the event that while a Class B membership exists, assessed fees collected for the Association failed to adequately meet Association expenses, then the Declarant must pay sufficient capital up to the full assessed share applicable to the specific property.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not

present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be charged interest at the annual percentage rate specified by law upon unpaid judgments. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot

REDUCTIONS 23.1 / ROLL NO. / DATE MICROFILMED / Aug 22, 1983 / of the Board

shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
INSURANCE

Section 1. Casualty Insurance on Insurable Common Area.

The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common

expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee for the Owners.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessment made against such Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Units on the Lots in the Properties, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VI

RESIDENTIAL WATER SYSTEM

Section 1. Central System. The Declarant has constructed a water system to serve Countryside Subdivision and has, by Trust Deed, provided for perpetuation of that water system.

Section 2. Lien for Charges. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot, by acceptance of a deed therefrom, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the water charges billed pursuant to the Trust Deed. The water charges, together with interest, costs and reasonable

attorney's fees incurred for collection thereof, shall be a charge on the land and a continuing lien upon the property for which the respective service is provided and charged. If such charges are not paid in full at the time of transfer of the Lot, the unpaid portion shall pass to the successors in title as a lien against their title.

Section 3. Lien Enforcement. The manager of the water system may give notice of lien by filing a verified statement in the office of the Register of Deeds of Pennington County, together with a receipt for certified mail, disclosing that a copy of the lien statement has been mailed to the Lot Owner. Such lien statement shall set forth the name of the Owner and an itemized statement of the claim. All such unpaid liens shall be charged interest at the annual percentage rate specified by law upon unpaid judgments. The liens provided for hereunder shall be subordinate to the lien of any first mortgage against the premises. Any unpaid lien may, after the filing thereof, be foreclosed in the manner provided by the laws of the state of South Dakota for foreclosure of mechanic's liens.

Section 4. Meters and Regulations. The Owner of each Lot, by acceptance of a deed thereto, further covenants and agrees to comply with all rules and regulations established for the water system, to install water meters as required, to pay water hook-up fees, to permit entry upon the Lot for the purpose of inspection and meter reading and to conform to the requirements of the Trust Deed for the water system.

Section 5. Repairs. Each Lot Owner shall promptly make repairs to or correct any deficiency in the service lines from the water main to the residence, with all costs of installation, including tap fees and repair costs, being that of the Lot Owner.

Section 6. Installation. Each water service line shall be installed in a location and in a manner approved by the Declarant or the water system manager, with a curb stop, which shall only be operated by the manager of the water system. All costs of installation of the service line shall be the obligation of the Lot Owner.

REPRODUCTIONS 25:1 ROLL NO. DATE MICROFILMED Aug 22 1983

Section 7. Shutoff. The curb stop shall only be shut off if required for repairs or upon ten (10) days written notice to a Lot Owner for nonpayment of water charges. The curb stop may also be shut off in the event of an emergency on the system.

Section 8. Hookup. No connection or tap to the water system shall be made by any Lot Owner without payment of the hookup fee and any tap fees. The actual tap must be performed by the water system manager or by an approved contractor. No more than one hookup or tap shall be permitted to any Lot in these Properties.

Section 9. Restrictions on Use. Each Lot Owner further covenants and agrees that all water used for lawn or garden sprinkling, air cooling systems or other nondomestic use is subject to restriction at any time for any reason and further that all water use is subject to restriction or shutoff in the event of an emergency of any kind.

Section 10. Transfer of System. The Declarant may transfer its interest in the system, subject to the Trust Deed described in Section 1 above, to the Association.

ARTICLE VII

RESIDENTIAL AREA COVENANTS

The following covenants shall apply to the residential areas of Countryside Subdivision:

Section 1. Use of Lot. Each residential lot shall be used for residential purposes only and not for any business, trade, commercial or industrial purpose whatsoever except that individuals may conduct non-nuisance, unoffensive businesses from their homes.

Section Construction. All construction shall be original in that no previously constructed dwelling, trailer house or mobile home can be permitted to be placed on any properties; no basement, trailer, vehicle or structure of any kind except a completed dwelling house shall be occupied or used for residential purposes at any time.

IT IS FURTHER CERTIFIED THAT THE PHOTOGRAPHIC PROCESS USED FOR MICROFILMING OF THE ABOVE RECORDS WAS IN A MANNER AND ON MICROFILM WHICH MEET THE RECOMMENDED REQUIREMENTS OF THE NATIONAL BUREAU OF STANDARDS FOR PERMANENT MICROPHOTOGRAPHIC REPRODUCTIONS. ROLL NO. 25. DATE MICROFILMED 12/19/83

Section 3. Exterior Appearance. The exterior of every building shall be composed of one or a combination of the following: natural wood or other rustic material (approved by the Architectural Control Committee), native stone or brick or brick veneers. Brick or brick veneers shall be of an earth tone hue all to be approved by the committee. All exterior surfaces shall be painted or stained a color approved by the Committee, or shall be painted using a semi-transparent stain or clear sealer.

Section 4. Approval by Architectural Control Committee. No building shall be erected, placed or altered on any lot until the construction, plans and specifications, and the plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respective topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot or nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as hereafter provided.

Section 5. Architectural Control Committee. The Architectural Control Committee will be composed of five (5) members appointed by Declarant until authority is transferred to the homeowner's association. This authority shall transfer to the homeowner's association on July 1, 1984, and thereafter the Architectural Control Committee shall be appointed by the Board of Directors of the Association. The terms of the committee members shall be for a period of five (5) years, with the initial members terms staggered so that one member's term shall expire each calendar year. Eligibility shall be limited to owners and members constituting the Declarant. In the event of death or resignation or ineligibility of any member of the committee, the remaining members shall have full authority to designate a temporary successor until a successor is appointed by the Board of Directors for the Association. The majority of the committee may designate a representative to act for it. Neither the

members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant at any time. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove plans submitted to it within thirty (30) days after such submission, or in any event if no suit to enjoin the construction has been commenced prior to the completion of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 6. Location of Building. No building shall be located on a lot at a distance less than twenty-five feet (25') from the front lot line or a distance of less than eight feet (8') from the interior side lot lines nor shall a dwelling be located on any lot at a distance of less than ten feet (10') from the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All residences shall be located to provide the utilization of solar energy and location shall not interfere with utilization of solar energy on other building locations in the development.

Section 7. Completion of Construction. Any building commenced on any lot shall be prosecuted diligently to completion and shall be completed within twelve (12) months from the commencement of the construction unless such completion is prohibited by inclement weather or disaster.

Section 8. Requirement of Culvert. Prior to the start of the construction of any structure on any lot, the lot owner shall provide and have installed a culvert if required, size to be determined by the Architectural Control Committee.

Section 9. Appearance and Improvements of Lot. All improvements on each lot must be maintained by lot owner so as to remain in a state of good repair, neat and well kept in appearance. It is the responsibility of each lot owner to see that any open meadow land on his lot is mowed and raked at least once each summer, irregardless if any improvements have been

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placed on said lot. It is the responsibility of each lot owner to see that any lawns, landscaping or gardens are maintained in a neat and orderly condition. Firewood or other combustible material must be stacked neatly against the rear of the house or garage, or in such other places as are not visible from neighboring residences or from the street.

Section 10. Trees. Living trees naturally existing upon the lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the property except that trees may be trimmed and thinned in accordance with state forestry timber management guidelines and the Architectural Control Committee approval.

Section 11. Landscaping. All natural surface areas disturbed by construction shall be returned promptly and as neatly as possible to their natural state. There shall be no lawns or gardens which require watering which exceed five thousand (5,000) square feet in combined size. Landscaping shall be completed around each home within nine (9) months after completion of that home and shall at all times be maintained in good condition and repair. The Architectural Control Committee may adopt additional rules and regulations with regard to preservation of natural resources, grasses, trees and wildlife within the subdivision as it may consider appropriate.

Section 12. On Street Parking. On street parking is restricted to emergencies, deliveries and guests. No overnight parking on streets is permitted. No boat, truck, trailer or camper shall be parked or stored on any lot or portion thereof so as to be visible from any adjacent street or lot in the near vicinity of substantially similar grade. No automobile shall be parked or left on any portion of a lot other than inside a garage and shall not be visible unless it is in operating condition with current license plates.

(a) Boats, campers, trailers or recreational vehicles may be kept on a lot provided that they are kept in a semi-enclosed area and concealed from the surrounding street and neighborhood, with the approval of the Architectural Control Committee.

(b) The outdoor repair of automobiles is prohibited upon any portion of the property as well as any other activities which may be or become an annoyance or nuisance to the neighborhood.

Section 13. Pets. No animals, livestock or poultry of any kind shall be raised, fed or kept on any lot except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be confined upon the owner's property. Pets kept outside must be in an enclosure or on a leash. Number of pets shall be limited to three (3) per household.

Section 14. Annoyance. No obnoxious or offensive activity shall be carried upon or on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No firearms shall be discharged within the subdivision.

Section 15. Signs. No sign of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or rent or signs used by a builder or owner to advertise the property during the construction and sales period.

Section 16. Exterior Lighting. Each lot owner will be required to install one (1) automatically controlled exterior post light as designated by the Architectural Control Committee.

Section 17. Fences. No fence, wall or similar type of barrier of any kind shall be constructed, erected or maintained around the perimeter of any lot for any purpose whatsoever, and no fence, wall or similar type of barrier shall be erected within the confines of any such lot except those which are approved by the Architectural Control Committee.

Section 18. Mailboxes. The developer will provide standard mailboxes for each lot owner in a location designated by the developer. No other mailboxes will be permitted on any lot or common area within the development.

Section 19. Towers and Antennas. There shall be no towers or antennas located on any lot unless specifically approved by the Architectural Control Committee.

Section 20. Trash. None of the property shall be used or maintained as a dumping ground for old cars, rubbish or trash. All garbage or similar waste shall be kept in sanitary containers and other equipment for the disposal of garbage and shall be kept in a clean, sanitary and fire safe condition.

Section 21. Sewage System. No individual sewage disposal system shall be permitted on any lot unless said system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Pennington County Health Department. Approval of such system as installed shall be obtained from such authority. In the areas where community or public sewage disposal systems are made available, property owners will be required to obtain service from such system and no individual sewage disposal systems shall be permitted.

Section 22. Water Supply System. No individual water supply system shall be permitted on any lot unless permitted by the Countryside Homeowners' Association.

Section 23. Roadway Easement. The Declarant, for all property fronting on the roadways, as shown on the final recorded plat, has created easements that apply to the boundaries of all dedicated roadways. These easements over the front twenty-five feet (25') of each lot, fronting on a dedicated roadway, as shown on plats recorded in the land records of Pennington County, South Dakota, are reserved for:

(a) The construction, location, installation, maintenance and repair of utilities which shall be a benefit to any person living in or owning property in this development; placement of these utilities within the easement shall be determined by both the utility involved and the Architectural Control Committee. Conservation of space within the easement shall be of utmost priority;

(b) Ingress or egress to any adjacent lot or common area from the dedicated roadway;

(c) Surface or subsurface drainage of water, snow, or ice whether naturally occurring or artificially created;

(d) The construction, location, installation, maintenance and repair of artificial lighting facilities to provide for street, walkway or security lighting;

(e) The construction, maintenance and repair of all dedicated roadways and temporary storage of materials and equipment used for the construction, maintenance and repair of dedicated roadways;

(f) Temporary storage of plowed snow, ice or other naturally occurring materials removed from the roadway during maintenance and repair; and

(g) Passage over for non-vehicular traffic on sidewalks, bikeways, walkways, footpaths or other designated to and from adjacent lots or common areas.

The easement described herein shall run with the land, and shall be for the benefit and use of each adjacent lot owner, his heirs and assigns, all property owners in Countryside, their heirs and assigns, and the County of Pennington, and/or City of Rapid City, or other political entity having zoning or other governmental jurisdiction, their administrators, successors and assigns; shall be perpetual in duration, and shall be located as more fully described on the plats recorded in the land records of Pennington County, South Dakota.

ARTICLE VIII

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the Lot Owners. Any amendment must be recorded.

Section 4. Staged Developments. Additional land within the area described as the balance of Section 29, and contiguous adjacent properties, in Township One North, Range Seven East, Black Hills Meridian, Pennington County, South Dakota, may be annexed by the Declarant without the consent of the members within twenty (20) years of the date of this instrument, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of July, 1955.

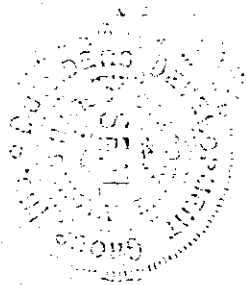
DECLARANT:
BUILDERS DEVELOPMENT GROUP, INC.

By Jack Jagdler
President

and

Dean R. Hamm
Dean R. Hamm

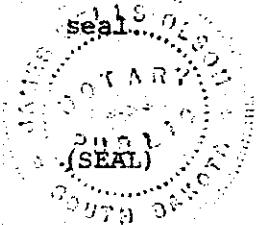
Jill C. Hamm
Jill C. Hamm



State of South Dakota)
) ss:
County of Pennington)

On this 25th day of Aug, 1983, before me, the undersigned officer, personally appeared Jack Saadalen, who acknowledged himself to be the President of Builders Development Group, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official



James Wells Olson
Notary Public, South Dakota

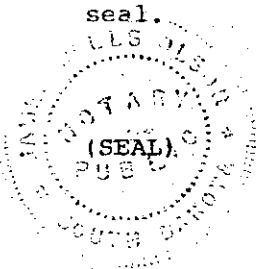
My Commission Expires:

JAMES WELLS OLSON, Notary Public, S. D.
My Commission Expires June 27, 1984

State of South Dakota)
) ss:
County of Pennington)

On this 25th day of July, 1983, before me, the undersigned officer, personally appeared Dean R. Hamm and Jill C. Hamm, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

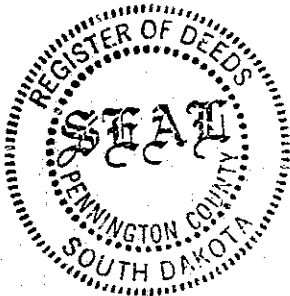


James Wells Olson
Notary Public, South Dakota

My Commission Expires:

JAMES WELLS OLSON, Notary Public, S. D.
My Commission Expires June 27, 1984

RECORDED
INDEXED



#65864
STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON ss.
Filed for record this 3 day of
Aug, A. D. 1983 at 3 o'clock
and 24 minutes P. and recorded in
book 20 page 535 of these
Records James R. Adelson
Register of Deeds
By Joe Brand Deputy
Fee 20.00

DATE MICROFILMED