

Restrictions and Covenants for Lot 15R, Kepp Subdivision Number 4, Rapid City,  
Pennington County, South Dakota

Article 1

Covenants to preserve the residential character of the subdivision.

Single Family Residential Restrictions.

1. All building sites in the subdivision shall be used for residential purposes. No building erected within the subdivision shall be used or occupied for any purpose other than for a single-family. No business, profession or other activity conducted for gain shall be carried on or within any lot of building site.
2. No temporary structure prior to or during construction for temporary living during the construction period will be allowed without written permission.
3. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling shall be moved onto any of the building sites and used for temporary living quarters. Building materials shall consist of the following: wood, brick, stone, dry-it. Steel, vinal, and other low or no maintenance materials.
4. No building materials shall be stored on any site except temporally during the continuous construction of a building of its alteration or improvement.
5. The exterior of all buildings or other structures must be completed with one year after the commencement of construction except where such would in great hardship due to strikes, fires, national emergency or national calamities. If not so completed, or if any construction shall cease for a period of 60 days without written permission of the Developer or the Architectural Control Committee, the unfinished structure shall be deemed a nuisance and shall be removed forthwith by the cost of the Owner.
6. No motor vehicle shall be parked on any street. The structures on each building site shall include a fully enclosed garage to accommodate at least two private motor vehicles. The site improvements one each site shall include adequate driveway or other similar off-street space for temporary parking of two private passenger motor vehicles.
7. No dwelling shall be more than two and a half stories in height, except on proposed lots 1 and 2. Lots 1 and 2 will be limited to a ranch style home not exceeding 28 feet in height. This is in proposed Kepp Subd. #4. There will be no other sites of Lots 1-15 that will, by construction of homes, compromise views as you drive Skyline Drive.

8. No aerial or antenna, including satellite dishes may be maintained on the roof of any building or at any location so as to be visible to neighboring property owners.
9. Each owner shall maintain the exterior of the dwelling, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Periodic exterior maintenance includes repair and maintenance of gutters, downspouts, roof, paving, lawns, shrubs, trees, other landscape material, fences, signing, mailboxes and outdoor lighting.
10. Any structure destroyed by fire of any other cause or act of god must be rebuilt or all debris must be removed and the site restored to a sightly condition, such rebuilding or restoration should be completed within six months.
11. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of two domesticated dogs or cats shall be maintained within any site. No animals shall be kept, bred or maintained within the subdivision for any commercial purposes.
12. No boat, trailer, camper, tractor, commercial vehicle, mobile home motorcycle any towed trailer unit, any truck any vehicle designed principally for hauling articles or material rather than for the private conveyance of individuals, or any other vehicle shall be parked except in a completely enclosed structure, or fully screened in a manner as not to be visible at ground level from any neighboring property or street.
13. No motor vehicles except such as are in normal operating condition and in average daily use shall be kept on the property and except for occasional necessary repairs, no private repairs shall be permitted: rebuilding or refinishing of such shall not be permitted.
14. These covenants are to run with the land for a period of twenty- five (25) years from the date of recording thereof.
15. Any transfers of title by deed or otherwise or possession by lease or otherwise shall be subject to the provisions of the protective covenants herein contained.

## Article 2

### Architectural Control Committee

1. Five (5) years after the first Lot in the Subdivision is conveyed to a purchaser or at such earlier time as the Declarant may choose, Declarant shall transfer all of its functions, rights and powers of granting or withholding approval, permission or consent and its other functions, rights, powers and responsibilities to an

Architectural Control Committee of three (3) members, each of whom shall be and Owner of a Lot in the Subdivision .

2. Thereafter, any one or more members of the Architectural Control Committee may be removed and their successor or successors designated by an instrument signed and acknowledged by the Owners of at least (50) percent of the Lots in the Subdivision and filed for record with the Register of Deeds of Pennington County, South Dakota.
3. The Architectural Control Committee may delegate to one of its members any or all of the functions and powers of the committee and until such delegation is revoked or modified the action of the committee for the purposes of these covenants.
4. The Committee may take action without a meeting by a written statement signed by the members of the Committee or by their delegate.
5. Vacancies in the Arcitectural Control Committee may be filled by action of the remaining member or members of the committee, subject always to the power of the Owners to remove and designate members of the Architectural Control Committee .

Officers and Agents are excused from Liability. The Declarant, the officers and directors, members, and agents of any party shall not be liable to any party whatsoever for any act or decision unless the act of decision is in bad faith and amounts to fraud.

#### Comments Proposed Lots 1-15 of Kepp Subdivision #4

It is the intent of this developer to minimize the impact of development on Skyline Drive by imposing height restrictions an any sites he deems necessary. The first two sites will be restricted to ranch style homes with walk out basements not exceeding 28 feet in height from ground level. Coloration and building materials will be encouraged as to be in the natural tones as to blend into the hillside.

An entry sign , unlighted, shall be constructed to designate the subdivision. This sign will be constructed of any of the following materials: rock, wood, stone, brick and will not exceed four feet by eight feet.