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**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
ROCKINON RANCH ESTATES, PENNINGTON COUNTY, SOUTH DAKOTA.**

Rapid City Growth
Management Department

This declaration of Protective and Restrictive Covenants applies to Rockinon Ranch Estates Subdivision, hereinafter referred to as Subdivision.

Legal Description: Lots one through fourteen (1-14) and Twenty-one through Thirty-five (21-35), Rockinon Ranch Estates, all located in the North Half (N1/2) Northeast Quarter (NE1/4) South East Quarter (SE1/4) Section Twenty-three (S.23), Township Two North _T2N), Range Eight East (R8E), of the Black Hills Meridian (BHM).

Hereafter, "property".

These covenants are to run with the land and shall be binding upon all parties and all persons owning a lot or portion thereof in the Subdivision or claiming under them until January 1, 2020, on which date these covenants shall automatically be extended for a period of ten years, and thereafter in successive ten year periods, unless on or before the end of one such extension period or the base period, the owners of a majority of the lots in the subdivision as they are now platted, shall, by written instrument, duly recorded, declare a termination of the same.

If the owners of such lots or any of them, or their heirs, or assigns, shall violate any of the covenants as hereinafter set forth, it shall be lawful for the/developer or lot owner owning real property situated in the Subdivision or the Homeowners Association to pursue any proceedings at law or in equity against the person or persons violating any of such covenants, and prevent or recover damages for such violations, or both.

Failure by the developer or any owner to enforce any covenant or restriction contained in the declaration shall in no event be deemed a waiver of the right to do so at a later date.

These covenants and restrictions may be amended by duly recording an instrument of amendment executed and acknowledged by not less than 75% of the owners of the lots currently subdivided with each owner having one vote.

The invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The property is being developed by the Declarant. The Declarant reserves the right to amend this Declaration consistent with its development plan in accordance with this Declaration's provisions regarding amendments. The Declarant also reserves the right to alter and amend this Declaration so as to permit different developmental uses within different areas and on different sets of Lots and to specify the application of different covenants, restrictions, conditions and easements in different areas of the property. The Declarant reserves the right to re-plat any of the property. The Declarant reserves the right to file a declaration on adjoining property with cross-enforceability with this Declaration.

Except as may be otherwise provided, this Declaration shall not apply to the Declarant or any Lots owned by the Declarant and none of the provisions herein may be enforced against the Declarant in the interest of allowing the Declarant to develop the property.

The recitals of this Declaration are incorporated by this reference. The Article and section headings are for convenience only and will not be used in the interpretation of this Declaration. This Declaration shall run with the land and is binding on successors, heirs, personal representatives and assigns.

LOTS

1. No further subdivision of home sites shall be permitted unless with full written approval of the Developer.
2. No building or any part thereof, including garages and porches, shall be erected on any lot unless in conformance with the set-back requirements, building code and permit requirements and zoning ordinances established by Rapid City, South Dakota.
3. Any building or any part thereof, including garages, sheds; fences and porches, built over a utility easement shall be removed, and replaced at the land owners' expense, when requested by a utility company.
4. All dwellings/structures shall be placed on a solid, permanent foundation.
5. Sidewalks. Within twelve (12) months of completing construction on the primary structure on a lot, the owner shall, at owner's cost, complete a sidewalk not less than 4' feet wide on the front of its lot. If the lot is a corner lot, the sidewalk shall be constructed on two (2) sides of the lot. Construction shall be of reasonable and acceptable quality and consistent with the appearance and layout of other sidewalks constructed on the property.

Houses/Structures

6. Single-family residence only shall be permitted on each home site with the exception of twin homes that shall be permitted on no more than fifteen (15%) percent of the 35 lots within the property.
7. The living area of every single-family residence shall not be less than 1,200 square feet, unless specific approval has been given in writing from the developer.
8. No single-family residence shall be more than two and one half stories in height.
9. It is expected that the colors of houses and other buildings will be naturally toned. This includes paintwork, roofs, etc.
10. Each lot owner shall maintain an enclosed garage large enough to accommodate one or more automobiles. Variances are available only at the discretion of the developer and permitted in writing. Garages and storage buildings shall use the same exterior siding

and shingles as the home. Each lot owner will also maintain 2 off street parking spaces with an all weather surface.

11. The construction of any building or dwelling shall be substantially completed no later than twelve (12) months after construction is commenced and the exterior of all dwellings and structures shall be completed six (6) months after the commencement of construction unless specific approval has been given in writing from the developer.
12. Each lot owner will build a garage within 2 years of building a residence. Sheds and garages may be built previous to a residence provided that they are maintained in an orderly manner and those full plans are available showing future buildings in relation to the structure. Any construction work started (on any structure) will have to be completed with in one year.
13. All construction shall be new. No building or structure previously used at another location nor any building or structure originally constructed as a mobile dwelling or mobile home shall be moved onto the property.

Maintenance.

14. Each lot owner will be expected to keep all vehicles (including RV's, boats etc) under cover and/or screened from neighbors and the road.
15. Recreational vehicles belonging to a lot owner may be used temporarily by the lot owner on the owner's lot for a time period not exceeding ten days during a thirty-day period.
16. Each lot owner shall maintain and keep in good repair all improvements made on the lot. The appearance of out buildings sheds and garages shall be maintained in a neat and orderly manner.
17. No structure of a temporary character, mobile home, trailer, tent or other out building shall be installed or used on any lot, temporarily or permanently, for residential purposes except for that utilized temporarily by the developer during construction of improvements or related to lot sales.
18. No building or structure intended or adapted to business purposes

shall be erected, placed, permitted, or maintained on any lot zoned for residential purposes except as may be temporarily utilized during construction or related to the sale of lots or had a written approval from the Developer and complies with city ordinances.

19. No buyer shall allow this land to become a junkyard, storage yard, feed lot or other confinement facility for livestock, garbage dump or any such place that would be degrading or harmful to the balance of the land owned by Seller or other lot owners.
20. No animals shall be raised, bred, or kept on any lot for commercial purposes. Animals shall be chained, or confined to kennels, yards, or enclosures.
21. All refuse must be disposed of in proper containers and all property owners will use the services of a commercial trash removal service.
22. Access for equipment used in construction must be through the Owners' property only. No access through other private property is Permitted except by written permission from the owner.
23. Streets may not be obstructed with construction equipment or materials. Such items may not be stored on easements or right of ways within the subdivision.
24. Any damage caused by a resident or his contractor to property of others will be replaced or repaired by such resident.
25. All electric, telephone, cable television, and other utility distribution lines including natural gas or LP gas tanks and lines, shall be located underground except that LP gas tanks may be maintained above ground if screened from view on all sides by an appropriate fence box or landscaping materials.
26. No oil drilling, oil, gas or mineral operations shall be permitted upon any part of the subdivision.
27. No wells or septic systems shall be allowed on any existing lot. The existing well on Lot 40 is exempt but shall be utilized for yard maintenance only.
28. No soil may be removed from the addition except for building purposes. The building portion of any lot or parcel shall not be increased in size by the addition of fill material and the elevation of the lots shall not be changed so as to materially effect the surface elevation or grade of the surrounding lots. The developer shall

have the right to waive this restriction if requested and necessary for construction.

29. With the exception of temporary signage erected by the developer for the purpose of marketing the subdivision and identifying the show house, no signs of any kind shall be displayed to the public view on any lot except; one sign of not more than five (5) square feet advertising a residence for sale or rent or a lot for sale; temporary signs related to house, lot or landscaping improvements

30. From the date of purchase, each lot owner shall be responsible for the maintenance including mowing so as to make the lot attractive in appearance. Owners of all lots, whether vacant or not, must keep them in a neat and clean condition at all times, and must maintain them by mowing the weeds and/or grass at least five (5) times a year. It is the responsibility of the lot owner to have the mowing completed by the 15th day of each month beginning in May of each year and running consecutively thereafter through September. Upon failure to comply with this regulation, the seller without further notices may perform such maintenance as necessary and bill the lot owner for the expense incurred.

Fences and foliage.

31. The height of fences and foliage barriers shall be limited to 42 inches on any street line which is designated a front yard and any adjacent front yard. Fences shall be limited to 42" on any adjacent side lot line from the front property line to the rear of any principal building. On all other portions of lot lines, fences, hedges and continuous foliage barriers may not exceed a height of 80 inches. This provision does not apply to chain link fences, on which no obstructions are attached thereto.

32. From the date of purchase, each lot owner shall be responsible for ensuring that Bark Beetles (Black Hills Bark Beetle (Dendroctonus Ponderose- Hopkins) and any other nocuous insects are declared a public nuisance and shall not be allowed to populate or infect any lot or tree thereon.

33. From the date of purchase, each lot owner shall be responsible for ensuring Canadian Thistle and any other nocuous vegetation are shall not be allowed to populate or infect any lot or tree thereon.

34. Existing trees shall not be removed from the subdivision unless the tree is dead, is an immediate danger of falling, or located on or near the proposed construction for the lot so as to be an obstacle or interfere with the construction. Trees removed will be replaced at a 3:1 ratio. Homeowners are encouraged to plant trees (particularly indigenous) and shrubs on the subdivision.

Developer's Requirements for Building Approval:

33. Before the commencement of any construction work, the lot owner must present the following to the developer for written approval.

A plot plan is required by the Developer drawn to scale showing the following:

- a. Proposed constructional improvements to or building of, dwelling units and other buildings i.e. shed and garage.
 - b. Complete dimensions of the proposed building/ improvements.
 - c. A description of materials to be used including proposed color schemes and samples.
 - d. Floor plans (if applicable) showing overall the dimensions and area of improvements, reflecting the preliminary design concept;
 - e. Description of proposed construction schedule;
 - f. Landscape plan and working drawings (if applicable);
 - g. Any other information or documentation deemed to be necessary by the Developer in evaluating the request.
 - h. Proposed elevation of all structures to conform to relevant codes and to be stated on plans.
34. Approval should be sought from the Developer before the City or County is approached for permit permissions to undertake work.
35. Failure to obtain approval shall constitute a violation of the declaration of protective and restrictive covenants affecting the home/building and may require modification or removal of unauthorized works at the owner's expense.
36. A building permit will be required by the City of Rapid City prior to the commencement of any work. Obtaining such permits does not waive the obligation of the property owner to obtain the Developer's approval. It is expected that plans and specifications for works of construction or improvement will be prepared in accordance with applicable building codes and with sufficient clarity and completeness to allow the Developer to make an informed decision about the request.