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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ANNA COURT, A PLANNED
RESIDENTIAL DEVELOPMENT AT HART RANCH RESORT**

THIS DECLARATION, made on the date hereafter set forth by Hart Ranch Development Company, the owner of the properties within the subdivision all as set forth more fully herein, hereinafter referred to as "Declarant."

Hart Ranch Development Company is the owner of the following described real property known as Anna Court:

Lots 55 through 58, inclusive, and Lots 66 through 68, inclusive, in Village on the Green No. 2 Subdivision, (formerly a portion of Hart Ranch Golf Course Parcel located in the NE1/4NE1/4 of Section 13, T1S, R7E BHM) Pennington County, South Dakota, according to the recorded plat thereof.

NOW THEREFORE, the Declarant hereby declares that the following Declaration of Covenants, Conditions and Restrictions of Anna Court, a Residential Development at Hart Ranch Resort are hereby adopted in their entirety.

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 Anna Court Homeowners'

Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean any and all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. As Common Area is platted, if any, it will be conveyed or dedicated to the Association prior to the conveyance of the first Lot in any such subsequent plat. The Common Area is intended for use by the Homeowners for recreation and other related activities. Such areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Homeowners in Anna Court, as more fully provided by this Declaration of Covenants, Conditions and Restrictions.

Section 3. "Declarant" shall mean and refer to Hart Ranch Development Co. and its successors and assigns.

Section 4. "Dwelling Unit" means any Single Family Dwelling, or Town House Unit.

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. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Dwelling Unit 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 7. "Properties" shall mean and refer to that certain real property hereinbefore described and known as Anna Court at Hart Ranch Resort, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in Anna Court.

Section 8. "Single Family Dwelling" shall mean and refer to a Lot upon which there is situated a single family residence unattached to any other residence.

Section 9. "Town House Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties as a Town House Lot or upon which there is situated a Town House Unit.

Section 10. "Town House Unit" shall mean any building or a portion of a building attached to another building or portion of a building situated upon the property and designated and intended for use and occupancy as a residence by a single family.

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 or Dwelling Unit remains unpaid; and for a period not to exceed sixty (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 Bylaws, 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.

Section 3. Use Reserved to Declarant. Declarant reserves unto itself its invitees, guests, public authorities, successors and assigns the right of use and access in and to the common areas as reserved upon all plats for the properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Dwelling Unit 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 or Dwelling Unit 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 or Dwelling Unit owned. When more than one person holds an interest in any Lot or Dwelling Unit, all such persons shall be members. The vote for such Lot or Dwelling Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit.

Class B. The Class B member(s) shall be the Declarant and shall be

entitled to ten (10) votes for each Lot or Dwelling Unit 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, 2025.

So long as there are any Class B members of the Association, the Declarant may replat portions of the property consistent with the development objectives of the Declarant and may provide additional easements for utilities.

Voting rights are suspended as to any owner that is more than thirty (30) days in arrears on assessments due to the Association.

Section 3. Annexed areas. Annexed areas, as described in Article XI, 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.

ARTICLE IV

EASEMENTS FOR ENCROACHMENTS

Easements. If any portion of the Common Area, or Common Area Improvements thereon, now or hereafter, encroaches upon any Lot, or if any Lot or Lot Improvement thereon, now or hereafter, encroaches upon any other Lot or upon any portion of the Common Area, as a result of the construction of the Buildings or other Improvements, or if any such encroachments shall occur hereafter as a result of settling or shifting of any Building or other Improvements or for any other reason, a valid easement shall be deemed to exist for the encroachment and for the maintenance of the same shall exist so long as the Building or other Improvements shall exist. In the event any Dwelling Unit, Lot, Improvement or adjoining Common Area Improvement shall be partially or totally destroyed or taken as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments due to this rebuilding shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the Building or other Improvements shall stand. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Dwelling Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Dwelling Unit 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 and services 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.

(a) Town House Unit Lot and Single Family Dwelling assessments may be used for the improvement and maintenance of the Town House and Single Family Dwelling properties, services and facilities devoted to this purpose and related to the use and enjoyment of the property and to the extent herein provided, of the dwellings situated on the property, as well as to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Townhouse Units, Single Family Dwellings, and Common Area, including but not limited to:

(1) All operating expenses of the Association toward the care and maintenance of any dedicated Common Areas and other services the Association may determine to furnish;

(2) The cost of necessary management and administration, including fees paid to any Management Agent by the Association; and

(3) Taxes and assessments levied against the Association or upon any property which it may ultimately come to own or other-wise is required to pay; and

(4) The cost of fire and extended liability insurance on the property Common Area and the cost of such other insurance as the Association may procure; and

(5) The cost of furnishing lawn care which would include mowing, fertilizing, aerating and dethatching, and a yearly yard cleaning; lawn watering to include repair/replacement of sprinkler systems components, spring turn-on and system check, and fall blow-out to prevent freezing; weekly trash and garbage collection; and snow removal when four inches or more of snow is received in one precipitation event; and

(6) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

(b) Annual General Assessments shall be initially established and disclosed by the Declarant based upon the anticipated costs of services and maintenance provided for herein.

(1) Beginning on March 1, 2015, the Board of Directors shall set the first annual assessment based upon actual budgeted costs for services provided for herein.

(2) From and after March 1, 2016, and each year thereafter, the annual general assessment may be increased effective March 1 of each year which increase shall not exceed the previous annual assessment by ten percent (10%).

(3) From and after March 1, 2020, the annual general assessment may be increased above that established by Article V, Section 2.b by a vote of the members provided that any such change shall have the assent of fifty-one percent (51%) of the votes of each class 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 sixty (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) In the event that a need for maintenance or repair of an item on a Lot which is otherwise generally provided for herein is caused through the willful or negligent acts of its Owner or of the family, guests or invitees of the Owner of the Lot, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Lot is subject after having notified the Owner in writing of such needs and after having given the Owner a reasonable amount of time to resolve the maintenance or repair.

(d) In the event an Owner of any Lot, Dwelling Unit or Townhouse Unit in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall, after having notified the Owner in writing and after having given reasonable time to affect such maintenance and repair by the Owner, have the right through its agents and employees to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the Dwelling Unit thereon and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 3. Special Assessments.

(a) 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.

(b) Services. In addition to the annual assessments authorized above, the Association may levy special assessments to defray the cost of providing services. In the event the Association's Board of Directors, in its sole discretion, shall determine that such are necessary to meet the costs for such services as watering, mowing, snow removal, or similar items, the same shall be due immediately upon levy by the Board of Directors; provided the same shall not exceed in any month the actual cost incurred by the Association in excess of regular assessment payments.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(a) shall be sent to all members not less than thirty (30) days nor more than sixty (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, including all classes 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 thirty (30) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots of similar type.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to any Lot on the first day of the month following on the date of occupancy of the Dwelling Unit or the first of the month following installation of the lawn, whichever comes first and for the first year, shall be prorated to such commencement date. 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 7. 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 8. 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 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 VI

INSURANCE

A. Insurance by Association.

Section 1. Common Insurance. The Association may purchase insurance for the benefit of the Association.

Section 2. Authorized Coverage. Insurance may be purchased to cover the following:

1. All Common Areas, including without limitations, improvements owned or operated and maintained for the benefit of the Association in an amount equal to the insurable replacement value, as determined annually by the Board of Directors of the Association, which coverage shall afford protection against "all risks" or direct physical damage or loss with such deductible as deemed appropriate.
2. Fidelity bond of the Association directors, fiscal officers, and agents in an amount as the Board of Directors shall determine from time to time, and workmen's compensation as required by law.
3. Such other insurance as the Board of Directors of the Association shall determine necessary.

Section 3. Payment. Premiums on insurance policies purchased and paid for by the

Association for all coverages set forth in this section shall be assessed as a part of the annual assessment set forth in Section V above.

Section 4. Insurance by Owners. The insurance of Dwelling Units (whether Single Family or Town House Units), personal liability, personal property and betterment of individual dwellings, shall be the individual responsibility and cost of the Owner thereof.

ARTICLE VII

USE, COVENANTS, AND RESTRICTIONS

The following covenants shall apply to Anna Court:

Section 1. Use of Lot or Dwelling Unit. Each Lot or Dwelling Unit 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 2. 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.

Section 3. Exterior Appearance. The exterior of every building shall be composed of earth tone colored materials approved by the Architectural Control Committee, to compliment and coordinate with the existing construction of the entire neighborhood. 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 with the approval of the Committee. All roofing material shall be a color and type approved by the Architectural Control Committee with all units in the same building to have uniform roofing.

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 improvement, structure 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 by the Architectural Control Committee. Approval shall be as hereafter provided.

Section 5. Architectural Control Committee. The Architectural Control Committee will be composed of three (3) members appointed by Declarant until authority is transferred to the Homeowner's Association on January 1, 2025. 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 three (3) 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 of the Association or 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. Completion of Construction. Any building, addition, or other improvement 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 7. Appearance and Landscaping. The improvements on each Lot and the landscaping shall at all times be maintained in a manner required by the rules of the Association. All Lots shall have a sprinkler system connected to the common irrigation system for Anna Court, according to specifications set forth in the rules of the Association.

Section 8. On Street Parking. On street parking is governed by local zoning requirements and ordinances. No boat, truck, trailer or camper shall be parked or stored on any Lot or portion thereof, except in parking areas approved for such specific parking by the Homeowners' Association. Guests who arrive with recreational vehicles will be allowed to keep them upon such Lot for a maximum of forty-eight (48) hours. No automobile shall be parked or left on any portion of a Lot other than inside a garage or parking area approved by the Homeowners' Association and shall not be visible unless it is in operating condition with current license plates. 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 9. Pets. No animals, livestock or poultry of any kind shall be raised, fed or kept by any Owner 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 primarily inside the Dwelling and upon the Owner's property. Pets outside must be in an enclosure or on a leash. Number of pets shall be limited to three (3) per household.

Section 10. 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. No noisy recreational vehicles, such as motorcycles, dirt bikes, or snowmobiles shall be allowed to operate within the development area known as Anna Court or Common Areas, except for access from an Owner's home across the common driveways for access to the public right-of-way.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such signs as may be erected and maintained by the Declarant or the Association. No signs or advertising devices of any character shall be erected, posted, or displayed upon, in, or about any Lot or Dwelling within the property, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Dwelling Unit placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Dwelling. This covenant shall not apply to signs of the Declarant during the period of sales activity of the Declarant in sale of Anna Court.

Section 12. 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 13. Mailboxes. The Declarant will provide standard mailboxes for each Lot Owner in a location designated by the Declarant. No other mailboxes will be permitted on any Lot or common area within the development.

Section 14. Towers and Antennas. There shall be no towers, antennas, or satellite dishes located on any Lot unless specifically approved by the Architectural Control Committee.

Section 15. 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. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any property. The Architectural Control Committee may specify type and size of containers approved for Anna Court.

Section 16. Lot Division. No Lot shall be divided or subdivided and no portion of any lot other than the entire Lot shall be transferred or conveyed for any purpose. However, the Lots as originally platted may be subdivided, at the Lot Owner's sole cost, into two Lots if a Town House Unit is constructed on the Lot. After the approval of the plat of such a subdivision, each new Lot shall be subject to separate assessment as otherwise provided herein.

No portion of any dwelling, other than the entire dwelling, shall be leased. The provisions of this subsection shall not apply to the Declarant, and further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political utility, or other public body or authority, or to the Association.

Section 17. Garage Doors. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible. No windows shall be permitted in the doors of such garages or such storage rooms without approval by the Architectural Control Committee to insure that the contents are not visible from the street.

ARTICLE VIII

TOWN HOUSES - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

EASEMENTS

Section 1. Public Utilities. Easements for public utilities over and across the Lots shall be those shown upon the recorded plan and any additions or annexations thereto. There shall also be sewer and power easements over and across the Lots for purposes of serving each Lot with such utilities. There shall also be utility easements through the walls, floors and ceilings of the individual units for the benefit of all other units on the property.

Section 2. Access. There is hereby created an easement in favor of the middle units of each building across the Lots of the end two units of each building for purposes of reaching the back yards of the middle units. However, there shall be no vehicular traffic use of those easements without the express permission of the Owner of the Lot across which such use is proposed.

Section 3. Parking. There is hereby created an easement in favor of all the Owners for additional off-street parking. This easement is against those Lots where the off-street parking is indicated on the plat and incorporated herein by this reference.

Section 4. Joint Driveways.

a. Creation. Any driveway which is built or installed as part of the original construction upon the property and which is situated on the dividing line between Lots or partly on one Lot and partly on another Lot or other Lots, shall constitute a joint driveway for the equal and common use and benefit of the Owners of any Lots or other portions of the property which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

b. Repair and Maintenance. The cost of reasonable repair and maintenance of any joint driveways shall be the responsibility of the Owners of the Lots on which the joint driveway is located.

c. Easement. There shall be a perpetual and nonexclusive easement, in, through, and over any such joint driveway reserved to the Owners of any Lot or Lots upon which the same has been built or installed or which the same has reasonably been designed to serve and no person shall in any way interfered with the free and unobstructed use thereof by said Owners.

Section 5. Watering Easement. An easement is hereby reserved unto the Association

and its employees for access to the water hydrants at each Dwelling Unit or residence for the purpose of watering the lawn area of the respective unit and adjacent units. The cost of any water thus utilized in excess the average monthly use for domestic purposes by said unit shall be reimbursed within thirty (30) days of receipt thereof by the Association.

ARTICLE XI

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or inequity, 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. Rulemaking. The Association shall have authority to adopt rules for the use and enjoyment of the Common Area and for enforcement and application of these covenants.

Section 3. 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 4. 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 5. Staged Developments. Additional land within the area described as follows:

Hart Ranch Golf Course Parcel Less Village on the Green Subdivision, Less Village on the Green #2 Subdivision, and Less platted Private Drives; Hart Ranch Gate House Parcel Less Anna Court, a Platted Drive; and Spiken Ridge Parcel Less W1/2NW1/4SW1/4 of Sec. 13, Less N1/2SE1/4, Less NE1/4SW1/4, Less NE1/4NW1/4, Less SE1/4SW1/4, Less NW1/4NE1/4, Less SW1/4NE1/4, Less W1/2NE1/4NE1/4, Less W1/2SE1/4NE1/4 of Sec. 14, and Less Village on the Green #2; all in T1S R8E, BHM, Pennington County, South Dakota

may be annexed by the Declarant without the consent of the Members at any time on or before January 1, 2035.

Additional residential property and common area, other than above described, may be



annexed to the properties with the consent of two-thirds (2/3) of each class of Members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21 day of May, 2015.

DECLARANT:

HART RANCH DEVELOPMENT
COMPANY

By: Gene Addink
Its: Secretary

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

On this the 21st day of May, 2015, before me, the undersigned officer, personally appeared Gene Addink who acknowledged himself to be the Secretary of Hart Ranch Development Company, a corporation, and that he, as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Nancy B. Rohrer
Notary Public, South Dakota
My Commission Expires: Jan 23, 2017