

Filed December 18 1968 at 10:50 A.M., recorded in Book 83 Misc1. on pages 743-756

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 18th day of December, A.D. 1968, by H. E. Mills Construction Company, hereinafter called Developer.

WITNESSETH

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of South Dakota, as a non-profit corporation, THE TETON VILLAGE ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Teton Village Association, its successors and assigns.
- (b) "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restriction and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (c) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
- (d) "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 Area.
- (e) "Member" shall mean and refer to every person or entity who holds a membership in the Association.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (g) "Developer" shall mean and refer to H. E. Mills Construction Company.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

Section 1. Existing property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Indian Hills Addition to Brookings, South Dakota, and is more particularly described as follows: LOT ONE (1) THROUGH TWENTY-TWO (22), both inclusive, TETON VILLAGE, Indian Hills Addition to Brookings, South Dakota, as platted and all other areas of Teton Village even though lot numbers have not been assigned and designated at this time, all being situated in the West half of the Southwest Quarter (¼ of SW¼) of Section Thirty-five (35), Township One Hundred Ten (110) North, Range Fifty (50) West of the 5th P.M.

all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. If within 30 years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 82 page 953, of the records of the Register of Deeds, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional lands described in this Section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first Section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the Class additional lands must have the assent of two-thirds (2/3) of the Class A 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. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot (or Living Unit) which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A. Members shall be entitled to one vote for each Lot (or Living Unit) in which they hold the interests required for membership by Section 1. Where more than one person holds such interest or interests in any Lot (or Living Unit) all such persons shall be members, and the vote for such Lot (or Living Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Living Unit).

Class B. Class B members shall be the Developer. The Class B member

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(b) on January 1, 1988.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Living Unit) in which it holds the interests required for membership under Section 1.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot (or Living Unit).

Section 2. The Developer shall convey fee simple title to the Common Area to the Town Village Association, free and clear of all liens and encumbrances prior to the sale of the first lot.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowner hereunder.

(b) The right of the Association to take such steps as are reasonably necessary to protect the abovedescribed properties against foreclosure and (c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the condition thereof, shall be effective unless an instrument, signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least Ninety (90) days in advance of any action taken.

#### ARTICLE V

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, the annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

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the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In Addition Section 4. Special Assessments for Capital Improvements. In Addition to the annual assessments authorized by Section 3 hereof, 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 costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds 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 at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds 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 at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 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 and Under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The Quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of Commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable on the first day of March of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any

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Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge the lien owner interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of South Dakota, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committe. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures.

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ARTICLE VII  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or 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 4. FHA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

Section 5. Easements. The title of Class A and Class B members to their respective lots as well as the title of the Association to the Common Area will be subject to the necessary easements for public utilities.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect. IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of December, 1968.

H. E. MILLS CONSTRUCTION COMPANY

Corporate Seal

By H. E. Mills, President

Subscribed and sworn to before me this 18th day of December, 1968.  
George S. Mickelson, NP S.D. Seal.

Com Exp 7-30-1976

Filed January 17 1969 at 4:50 P.M., recorded in Book 83 Misc1. on pages 809--10  
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS  
H. E. Mills Construction Company, having executed and filed a plat of  
property described as

Lot One (1) through Twenty-two (22), both inclusive, Teton Village,  
Indian Hills Addition to Brookings, South Dakota, as platted and other  
areas of Teton Village even though lot numbers have not been assigned and  
designated at this time, all being situated in the West Half of the  
Southwest Quarter (W $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section 35, Township 110, North, Range  
Fifty (50) West of the 5th P.M., Brookings County, South Dakota,  
which was filed on December 18 1968, at 10:50 o'clock A.M., in the office  
of the Register of Deeds, Brookings County, South Dakota, and which is  
recorded at Book 8 of Plats, page 94 and simultaneously having filed there-  
with a Declaration of Covenants and Restrictions, which was also filed in  
the office of the Register of Deeds, Brookings County, South Dakota on  
December 18 1968, at 10:50 o'clock A.M. and is recorded in Book 83 of  
Miscellaneous Records, pages 743-756; and now H. E. Mills Construction  
Company, being the owner and developer of said real estate, wishing to  
amend a portion of said Declaration of Covenants and Restrictions for  
the purpose of clarifying a certain paragraph therein pertaining to the  
Subordination of liens to Mortgages, said paragraph being denominated  
therein as Article V, Section 10; and the amendment thereto being made  
and filed prior to the transfer of any lot, parcel or part of land des-  
cribed in said plat and declaration, hereby amends said Declaration of  
Covenants and Restrictions to read as follows:

Article V, Section 10. Subordination of Lien to Mortgages.  
The lien of the assessments provided for herein shall be subordinate to  
the lien of any mortgage or mortgages now or hereafter placed upon the  
properties subject to assessment.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has  
hereunto set its hand and seal this 17th day of January, 1969.

H. E. Mills Construction  
Declarant

Corporate Seal shown

By H. E. Mills, President  
H. E. Mills Construction Company

Acknowledged: Jan 17 1969 by H. E. Mills, President of H. E. Mills  
Construction Company, a corporation, before George S. Mickelson, NP S.D.  
Seal. Com Exp 7-30-1976

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS  
FILED THIS 21 DAY OF June 1983 AT 4:48 O'CLOCK P.  
BOOK 33 PAGE 384-386  
Deputy Register of Deeds

1177044

REGISTRY OF DEEDS  
DEPUTY  
SECOND AMENDMENT OF DECLARATION OF

COVENANTS AND RESTRICTIONS

H & M LAND COMPANY (f/k/a H. E. MILLS CONSTRUCTION COMPANY), having executed and filed a plat of property described as follows:

Lot One (1) through Twenty-Two (22) both inclusive, Teton Village, Indian Hills Addition to Brookings, South Dakota, as platted and all other areas of Teton Village even though lot numbers have not been assigned and designated at this time, all being situated in the West Half of the Southwest Quarter (W 1/2 SW 1/4) of Section Thirty-Five (35), Township One Hundred Ten (110) North, Range Fifty (50) West of the Fifth Principal Meridian, Brookings County, South Dakota,

which plat was originally filed on December 18, 1968 at 10:50 o'clock a.m., in the office of the Register of Deeds of Brookings County, South Dakota, and which is recorded at Book 8 of Plats, page 94 thereof. Simultaneously with said plat, a Declaration of Covenants and Restrictions was also filed in the office of the Register of Deeds, Brookings County, South Dakota, which is recorded at Book 83 of Miscellaneous Records, pages 743-756 thereof. The undersigned, being all the record owners, and the developer of said real estate, wish to amend the Declaration of Covenants and Restrictions. Said amendments, described below, shall henceforth bind the undersigned, their assigns and successors in the same manner as if they had personally entered into them, and in the same manner as the original Covenants and Restrictions have done. The original Covenants and those Covenants amended hereby, shall be deemed to run with the land as provided in South Dakota Codified Law S43-12-1.

Amendments to the original Covenants and Restrictions are as follows:

1. Article I, Section 1, paragraph (d).  
"Lot" shall mean and refer to any plot of land shown upon any subdivision map of the proper-ty, whether recorded or not, and whether finally approved or not, with the exception of the common areas.
2. Article I, Section 1, paragraph (g).  
"Developer" shall mean and refer to H. & M. Land Company, Inc., formerly known as H. E. Mills Construction Company, its successors and assigns if such successors or assigns acquire



more than one undeveloped lot from the developer for the purpose of development.

3. Article II, Section 1.

Existing property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Indian Hills Addition to Brookings, South Dakota, and is more particularly described as follows:

All lots, platted or unplatted, included in the preliminary and final plats of Teton Village, Indian Hills Addition to Brookings, South Dakota, all being situated in the West Half of the Southwest Quarter (W  $\frac{1}{2}$  SW  $\frac{1}{4}$ ) and that portion of Teton Village in the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) as shown on the preliminary plat, all in Section Thirty-Five (35), Township One Hundred Ten (110) North, Range Fifty (50) West of the Fifth Principal Meridian, Brookings County, South Dakota,

all of which real property shall hereinafter be referred to as "existing property."

4. Article II, Section 2.

If within fifty (50) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Article II, Section 1, such additional lands may be annexed to said properties without the assent of any owners, provided, however, the development of such additional lands shall be substantially in accordance with the preliminary plat of the premises.

5. Article III, Section 2.

Voting Rights. The Association shall have one class of voting membership:

Class A: Class A members shall be all those owners as defined in Section 1. Class A members shall be entitled to one vote for each lot in which they hold an interest required for membership by Section 1. When more than one person holds such interest or interests, all such persons shall be members, and the vote for such lot shall be exercised

as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

6. Article IV, Section 2.

The Developer shall convey fee simple title of the various common area lots to the Teton Village Association, free and clear of all liens and encumbrances at such time as fifty percent (50%) of the platted lots abutting, or touching on such common area lot has been sold to owners other than a developer.

7. Article IV, Section 3, paragraph (e).

The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the members, provided that no such dedication or transfer, determination as to the purposes or as to the condition thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

8. Article V, Section 3

Basis of Annual Assessments. The annual assessment charged to Class A members shall be determined at the time of the initial meeting of the membership, and may be increased by a vote of the members as provided below.

9. Article V, Section 5

Change in Basis of Annual Assessment. Subject to the limitations of Section 3 hereof, the Association may change the basis of the assessment fixed by Section 3 hereof respectively for any such period provided that any such change shall have the assent of two-thirds of the votes in each class of membership 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 at least thirty (30) days in

advance and shall set forth the purpose of the meeting. Notwithstanding the above, the limitations of Section 3 here of shall not apply to any change in the 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 and under Article II hereof.

10. Article V, Section 9

Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be affixed by the court together with the costs of the action.

11. Article V, Section 11.

Exempt Property. The following property subject to this Declaration shall be exempted from the assessments and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and

devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of South Dakota, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

12. Article VI, Section 1.

Review by Committee. No building, fence, wall or item of personal property located outside the dwelling unit, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to the surrounding structures and topography by the Developer, or by an architectural committee composed of three (3) or more representatives appointed by the Developer. In the event said Developer or its designated committee fail to approve or disapprove such design location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to have been fully complied with.

13. Article VI, Section 2.

Maintenance by Owners. No owner shall cause or allow the exterior physical appearance of their lot to deteriorate. Owners shall be responsible for care of their lawns, shrubbery, painting and finish on the exterior of the dwelling on the premises; and Owners shall be responsible for removing all debris and garbage from their lot. In the event of failure by the Owner thirty (30) days after written notice received from the Review Committee, to maintain their premises in accordance with this and other provisions of the Declaration, the Association shall perform any necessary repairs and maintenance and engage in any subcontractors or contractors necessary to perform such maintenance. The cost of any maintenance performed by the

Association as allowed by this provision shall be assessed to each lot owner and added to the annual assessment assessed to such lot. Where any such maintenance expense extends to more than one lot, the cost of such shall be ratably apportioned among the lots benefitting from such maintenance.

14. Article VII, Section 1.

Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of the Declaration, as amended is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner at least thirty (30) days in advance of any action taken.

15. Article VII, Section 2.

Notice. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing. In addition, notice may be sent by certified mail or served in any manner allowed by civil process under the Rules of Civil Procedure for the State of South Dakota.

16. Article VII, Section 4.

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

17. There shall be added to the original Declaration of Covenants an additional Article as set forth hereafter.

## ARTICLE VIII

### PROTECTIVE COVENANTS

Section 1. Residential Use. No living unit shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single family living unit.

Section 2. Prohibited Activities. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which shall become an annoyance or nuisance. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that small household pets may be kept, provided that they are not bred or maintained for any commercial purpose. No automotive repair may be conducted on any lot except within a garage, however, no commercial automotive repair shall be conducted under any circumstances.

Section 3. Prohibited Residences. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 4. Automobile and recreational vehicle storage. No vehicle, recreational vehicle, boat, snowmobile, trailer, or unlicensed motor vehicle may be kept on any lot except within a garage for a period of time in excess of ten (10) days.

Section 5. Removal of Soil. No soil shall be removed from any lot of this subdivision of the addition resulting from any excavation without first obtaining approval of the Developer.

Section 6. Garbage and Refuge Disposal. No lot shall be used or maintained for dumping or rubbish disposal. Trash, garbage or other waste shall not be kept except temporarily and then in sanitary containers. All incinerators or other equipment for the storage or disposal of such material or refuge shall be kept in a clean and sanitary condition concealed or screened from view. No garbage, ashes, refuge, refuge receptacles, compost piles, or recycling bins shall be placed or left on any lot so as to be exposed to view or become a nuisance.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of

not more than five square feet advertising a residence for sale or rent, or signs used by a builder to advertise the property during the construction and sales. However, during the period of development and sale of this subdivision, a realtor(s) employed by the Developer may with the Developer's approval use larger signs.

Section 8. Vacant Lots. Owners of vacant lots must keep them neat and clean in appearance, and mowed as needed. If after ten (10) days notice, an Owner shall fail to comply with this requirement, the Developer or the Association may perform the necessary service and bill the Owner the cost thereof and shall have a lien on the property for such service.

Section 9. Trees. No boxelder, Chinese elm, American elm, cottonwood, or other such noxious tree shall be planted on any part of this subdivision.

Section 10. Satellite Dishes and Antenna. All radio, television and other antennas, or satellite dishes of every kind and nature shall be placed inside the residential structure so that no portion thereof shall be visible from the outside of said structure. However, an Owner may install such devices outside the residential structure with the specific prior approval of the Architectural Committee in accordance with the provisions of Article IV above.

Section 11. Machinery and Equipment. All machinery, equipment, snow removal and mowing machines, service yards, wood piles or storage piles shall be kept screened so as to conceal them from view of the neighboring property and streets.

Section 12. Renting. No portion of the premises other than the entire lot, together with the improvements and appurtenances thereon, may be rented or leased and then only to a single family.

Section 13. Miscellaneous Restrictions. Notwithstanding any omission in this Article VIII, the use of any property included in this Declaration shall be restricted by any other limits expressed elsewhere in this Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the date indicated below.

<u>LOT #</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>	<u>DATE</u>
1	<u>[Signature]</u>	1504 Calumet Road	<u>5/6/92</u>
2	<u>[Signature]</u>	1510 Calumet Road	<u>8-6-92</u>
3	<u>[Signature]</u>	1516 Calumet Road	<u>8/10/92</u>
4	<u>[Signature]</u>	1709 Derrdall Drive	<u>5/3/92</u>
5	<u>[Signature]</u>	1606 Calumet Road	<u>7/31/92</u>
6	<u>[Signature]</u>	1612 Calumet Road	<u>10-3-92</u>
7	<u>[Signature]</u>	1618 Calumet Road	<u>7/31/92</u>
8	<u>[Signature]</u>	1626 Calumet Road	<u>8-2-92</u>
9	<u>[Signature]</u>	110 Teton Lane	<u>8/29/92</u>
10	<u>[Signature]</u>	120 Teton Lane	<u>9/28/92</u>
11	<u>[Signature]</u>	128 Teton Lane	<u>9-22-92</u>
12	<u>[Signature]</u>	132 Teton Lane	<u>8-2-92</u>
13	<u>[Signature]</u>	136 Teton Lane	<u>9-30-92</u>



<u>LOT #</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>	<u>DATE</u>
14	<del>Robert D. Parshall</del> James H. Parshall	133 Teton Lane	9/22/92
15	Walter B. Parshall	129 Teton Lane	8-5-92
16	William B. Parshall	123 Teton Lane	8-3-92
17	Richard Johnson	119 Teton Lane	8-11-92
18	Donna M. Parshall	117 Teton Lane	
19	Michelle Parshall	111 Teton Lane	7-24-92
20	Cherie Parshall	105 Teton Lane	9-22-92
21	Robert Parshall	1706 Calumet Road	9-22-92
22	Judith Parshall	1714 Calumet Road	9-22-92
23	Laura R. Parshall	108 Half Moon Road	10/3/92
24	Patricia Parshall	124 Half Moon Road	10/3/92
25	Robert Parshall	1812 Half Moon Road	9/30/92
26	Frank Parshall	1822 Half Moon Road	9-22-92
27	Robert Parshall		
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<u>LOT #</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>	<u>DATE</u>
✓ 30	<u>Jean Simbley</u>	1828 Half Moon Road	<u>10-12-92</u>
33	<u>Mark L. Binkley</u>	1727 Teton Pass	<u>9-22-92</u>
34	<u>Robert Schaefer</u>	1723 Teton Pass	<u>9-22-92</u>
35	<u>David P. Johnson</u>	1713 Teton Pass	<u>9-22-92</u>
✓ 36	<u>Richard Jones</u>	105 Council Ridge Rd	<u>10-11-92</u>
37	<u>Jesse Jones</u>	1703 Teton Pass	<u>9-22-92</u>
	<u>Robin Field</u>		
38	<u>Robin Pass</u>	1702 Teton Pass	<u>9-22-92</u>
✓ 39	<u>Suzanne Wells</u>	1706 Teton Pass	<u>7/19/92</u>
✓ 40	<u>Jan Youngberg</u>	1710 Teton Pass	<u>9/22/92</u>
✓ 41	<u>William V. Reed</u>	1718 Teton Pass	<u>10-10-92</u>
42	<u>Greg S. Lewis</u>		<u>7/19/92</u>
43	<u>Lisa Bluff</u>	1724 Teton Pass	<u>7/27/92</u>
	<u>George Waterford</u>	1730 Teton Pass	<u>9/22/92</u>

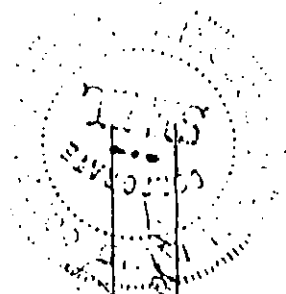
LOT #	SIGNATURE	ADDRESS	DATE
97	<i>First Building Corp, trustee of Lakeview Park</i>	121 Trail Ridge Rd	<u>1/15/92</u>
98	<i>[Signature]</i>	318 Antelope St. Elkton, SD	<u>1/24/92</u>
100	<i>[Signature]</i>	102 Trail Ridge Rd	<u>X 8-5-92</u>
101	<i>[Signature]</i>	108 Trail Ridge Rd	<u>9-22-92</u>
129	<i>[Signature]</i>	121 Pine Ridge Rd. <del>629 Heritage Drive</del> Brookings, SD	<u>9/22/92</u>
130	<i>[Signature]</i>	119 Pine Ridge Rd	<u>8-7-92</u>
131	<i>[Signature]</i>	115 Pine Ridge Rd	<u>9/22/92</u>
132	<i>[Signature]</i>	113 Pine Ridge Rd	<u>9/22/92</u>
133	<i>[Signature]</i>	<del>1026 Castlewood Dr</del> 103 Pine Ridge Rd.	<u>6-15-93</u>
134	<i>[Signature]</i>	102 Pine Ridge Rd	<u>[Signature]</u>
135	<i>[Signature]</i>	120 Pine Ridge Rd	<u>9-22-92</u>
136	<i>[Signature]</i>	<del>R.R.#1, Box 10</del> Toronto, SD 1511 5th St So Brookings	<u>8-10-92</u>

Lot Numbers 26, 28, 31 & 96.

H & M LAND COMPANY

BY:

*[Handwritten signature]*  
Its Vice President



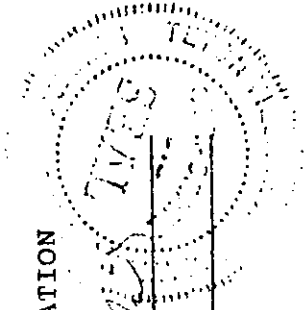
(CORPORATE SEAL)

Lot Numbers 22, 22A and 22 B.

TETON VILLAGE ASSOCIATION

BY:

*[Handwritten signature]*  
Its President



(CORPORATE SEAL)

STATE OF SOUTH DAKOTA )  
                                  ) SS.  
COUNTY OF BROOKINGS )

On the dates described above, before me, the undersigned officer, personally appeared the above named individuals, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereto set my hand and official seal.

*[Handwritten signature]*  
Eric N. Rasmussen  
Notary Public - South Dakota  
Eric N. Rasmussen

My Commission Expires:  
February 4, 2001

LOT #	SIGNATURE	ADDRESS	DATE	LOT #	SIGNATURE	ADDRESS	DATE
1	<i>[Signature]</i>	1504 Calumet Road	5/16/92	30	<i>[Signature]</i>	1828 Half Moon Road	10-13-92
2	<i>[Signature]</i>	1510 Calumet Road	5-5-92	33	<i>[Signature]</i>	1727 Teton Pass	9-22-92
3	<i>[Signature]</i>	1516 Calumet Road	5/10/92	34	<i>[Signature]</i>	1723 Teton Pass	9-22-92
4	<i>[Signature]</i>	1709 Dardall Drive	5/13/92	35	<i>[Signature]</i>	1713 Teton Pass	9-22-92
5	<i>[Signature]</i>	1806 Calumet Road	7/30/92	36	<i>[Signature]</i>	105 Council Ridge Rd	10-11-92
6	<i>[Signature]</i>	1812 Calumet Road	10-3-92	37	<i>[Signature]</i>	1703 Teton Pass	9-22-92
7	<i>[Signature]</i>	1818 Calumet Road	7/13/92	38	<i>[Signature]</i>	1702 Teton Pass	9-22-92
8	<i>[Signature]</i>	1826 Calumet Road	8-2-92	39	<i>[Signature]</i>	1706 Teton Pass	7/19/92
9	<i>[Signature]</i>	1110 Teton Lane	9/28/92	40	<i>[Signature]</i>	1710 Teton Pass	9/22/92
10	<i>[Signature]</i>	120 Teton Lane	5/21/92	41	<i>[Signature]</i>	1718 Teton Pass	9-10-92
11	<i>[Signature]</i>	128 Teton Lane	9-22-92	42	<i>[Signature]</i>	1724 Teton Pass	7/27/92
12	<i>[Signature]</i>	132 Teton Lane	8-2-92	43	<i>[Signature]</i>	1730 Teton Pass	9/22/92
13	<i>[Signature]</i>	136 Teton Lane	9-2-92				

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14	<i>[Signature]</i>	133 Teton Lane	9/22/92	97	<i>[Signature]</i>	121 Trail Ridge Rd	1/16/92
15	<i>[Signature]</i>	129 Teton Lane	8-3-92	98	<i>[Signature]</i>	318 Antelope St. Elkton, SD	1-20-92
16	<i>[Signature]</i>	123 Teton Lane	8-2-92	100	<i>[Signature]</i>	102 Trail Ridge Rd	8-5-92
17	<i>[Signature]</i>	117 Teton Lane	8-8-92	101	<i>[Signature]</i>	108 Trail Ridge Rd	9-28-92
18	<i>[Signature]</i>	117 Teton Lane		109	<i>[Signature]</i>	111 Pine Ridge Rd. 429 Westgate Drive Brookings, SD	9/22/92
19	<i>[Signature]</i>	111 Teton Lane		130	<i>[Signature]</i>	119 Pine Ridge Rd	8-7-92
20	<i>[Signature]</i>	105 Teton Lane	9-22-92	131	<i>[Signature]</i>	115 Pine Ridge Rd	9/22/92
21	<i>[Signature]</i>	1706 Calumet Road	2-24-92	132	<i>[Signature]</i>	113 Pine Ridge Rd	9/22/92
22	<i>[Signature]</i>	1714 Calumet Road	2-24-92	133	<i>[Signature]</i>	103 Pine Ridge Rd.	6-15-93
23	<i>[Signature]</i>	108 Half Moon Road	8/13/92	134	<i>[Signature]</i>	102 Pine Ridge Rd	
24	<i>[Signature]</i>	124 Half Moon Road	11/13/92	135	<i>[Signature]</i>	120 Pine Ridge Rd	9-22-92
25	<i>[Signature]</i>	1812 Half Moon Road	9/30/92	136	<i>[Signature]</i>	101 Pine Ridge Rd	
26	<i>[Signature]</i>	1822 Half Moon Road	9-22-92				

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