

**DECLARATION OF COVENANTS AND RESTRICTIONS OF MEADOW GREEN HOMEOWNERS
ASSOCIATION, Inc. (second amended)**

(11/19/2013)
(9/17/2018)
(11/02/2022)

THIS DECLARATION of Amendments to the Covenants and Restrictions of Meadow Green Homeowners Association, Inc. is made on this the 17 day of September 2018, by the homeowners-of Meadow Green Homeowners Association, Inc.

Whereas, Meadow Green Homeowners Association, Inc., a nonprofit corporation, legal owners of the real estate described as follows and, by execution of this agreement, agrees that the said real estate is subject to this document:

Lots 3-96 of Block Five (5) of Hyland Addition to the City of Brookings, Brookings County, South Dakota as shown on the recorded plat thereof on file and of record in the office of the Register of Deeds, including Lot A of said Block Five (5); and

Whereas, all parties to this Amended Declaration of Covenants and Restrictions of Meadow Green Homeowners Association, Inc. with this document are not only amending the previous amended Covenants and Restrictions applicable to this land, but also this document constitutes a new set of Declarations and Covenants that, as set forth in Article XIII, Section 1, will be in effect for a minimum of 25 years from the date of this document as allowed by SDCL 11-5-4:

NOW, *THEREFORE*, all of the homeowners hereinafter called Declarants hereby declare that all of the property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the health, safety, welfare, value and desirability of the real property described in this document owned by the Declarants and which Covenants and Restrictions shall run with the real property and be binding on all parties having the right, title or interest in the described properties or in the part thereof, their heirs, successors, and assigns, and which right shall inure to the benefit of each homeowner thereof.

ARTICLE I

DEFINITIONS

- a. "The Meadow Green Association" (hereinafter "Association"). The South Dakota nonprofit corporation of the same name existing under the laws of the State of South Dakota for the purposes set forth in the corporation documents with all the rights, duties and obligations as set forth herein.
- b. "Meadow Green." The total geographical area of all the residential units and the community building and all common areas located within the real property described on the attached Exhibit "A", all of which residential dwelling units shall be subject to the bylaws, rules, regulations, covenants and restrictions set forth herein.
- c. "Living Unit." That portion of Meadow Green designated and intended for use and occupancy as a residence by a family or household.

d. "Family and Household." One or more persons related by blood, marriage or adoption occupying a living unit as an individual housekeeping entity; and such may include no more than two other persons not related by blood, marriage or adoption. Notwithstanding any other provision herein, the maximum number of persons residing in a living unit shall not exceed two (2) per bedroom.

e. "Bedroom." A room within a living unit in the original construction designed to be furnished with a bed and intended to be primarily used for sleeping; under no circumstances shall the rooms customarily referred to as kitchen and living room be construed as a bedroom.

f. "Living Unit Lot" (hereafter "lot"). That portion of the real property described below which has been deeded to the homeowner separately, which real property encompasses the land immediately beneath the living unit owned by the homeowner and shown on any recorded subdivision map of the property defined below.

g. "Common Area." All property within the property described below owned by the Association for the common use and enjoyment of the homeowners, which has not been exempted from the Covenants and Restrictions and which has been developed and landscaped for and devoted to the common use of the homeowners, including the limited-use common area hereinafter described, and all private streets as part of the Meadow Green development.

h. "Limited-Use Common Area" (also known as Easement Area). Those areas adjacent to the lot which include fireplaces, air conditioning compressors, flower boxes, decks, sidewalks, steps, patio, plants, rock areas, flower beds, rain gutters, ground area under roof overhang, balconies, driveways immediately adjacent to the garage, or entry way and other appurtenances all of which are part of the original construction of any living unit or which are added pursuant to the provision of Article XI hereof.

i. "Homeowner." The record owner, whether one or more persons or entities, of the fee simple title to any lot or living unit as part of Meadow Green, but not a mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

j. "Member." A homeowner.

k. "Common Expenses." All expenses related to the care and keep of the common area, including the upkeep of private roads, and the maintenance, repair and upkeep of the water and sewer system serving Meadow Green, irrigation systems, homeowners' personal water usage, trees, landscaping, Meadow Green Community Building, and street lights, except such expenses as may hereafter be assigned by the Association to the homeowners.

l. "Private Streets." That portion of the common area which has been hard surfaced for use by homeowners and their guests for ingress and egress to the various living units.

m. "Townhouse or townhome." A single-family dwelling unit, the ownership of which shall include the real property directly beneath the unit.

n. "Meadow Green Community Building." is that building located at Lot A of Block 5 of Hyland Addition to the City of Brookings, Brookings County, South Dakota locally known as 2121 Monarch Lane, for the common use of the Association members.

o. "Annual Assessment". Fees charged to each Homeowner for current maintenance costs and future needs due and payable ratably on the first day of each month of each year.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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 Brookings, Brookings County, South Dakota, more particularly described as follows:

Lots 3-96 of Block Five (5) of Hyland Addition to the City of Brookings, Brookings County, South Dakota, as shown on the recorded plat thereof on file and of record in the office of the Register of Deeds, along with Lot A of said Block Five (5), including the building thereon locally known as the community building, all of which property shall be referred to as "the premises."

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 interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Voting Rights.

Persons who meet criteria for membership and who are not in arrears with assessment fees shall be entitled to one vote for each owned lot in the Association. In the event that more than one person holds an ownership interest in a lot, they shall determine among themselves the vote, but in no event shall more than one vote be cast with respect to any lot. A list of members eligible to vote will be determined by the secretary of the Association immediately prior to each meeting of the Association. After a quorum has been established, and unless otherwise stated by these covenants, motions shall pass when approved by a simple majority of the eligible members who voted on the motion in person or by proxy.

Section 3. Determination of a Quorum.

A quorum shall be defined as two-thirds (63) of the voting membership including proxies.

Section 4. Right to vote by proxy.

The membership shall have the right to vote on any proposed action by proxy. A member may request a proxy form from the secretary of the Association. The completed proxy form must be returned to the secretary at least three business days prior to the meeting where voting may take place, and the proxy will be used to determine a quorum. Any proxy received by the secretary less than three business days before the meeting will not be counted. If a member who has submitted a proxy appears at the meeting to vote, that proxy will be considered null and void.

Article IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easement 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 owned by the Association, and such easement shall be appurtenant to and shall pass with the title to every lot. The common area is not for the use of the general public but is for the common use of the members and their guests. Nothing contained herein shall reduce or eliminate the responsibility of each lot owner to keep the common area adjacent to his lot free from any obstructions for the benefit of the postal service and other services.

Section 2. Title and Maintenance of the Common Area.

The title to the common area will be retained by the Association. The Association shall provide maintenance of the common area.

Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby and the title of the Association to the common properties shall be subject to the following:

- a. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money, and in aid thereof to mortgage said properties, and the rights of such mortgagee in such property shall be subordinate to the rights of the members hereunder; and
- b. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- c. The right of the Association to enact Rules and Regulations governing the use and enjoyment of the common area; and
- d. The right of the Association as provided in its Articles and By-Laws, to assess a fine not to exceed \$100.00 per month for each infraction of its published rules and regulations, and suspend the said enjoyment rights until the infraction is corrected, provided, however, that nothing contained in this subparagraph shall be deemed to deny a homeowner access to and from his/her lot or living unit located in Meadow Green; and
- e. The rights of the Association to charge reasonable admission and other fees for use of the common properties; and

f. The right of the owner of each lot to an exclusive easement on the limited-use common properties occupied by fireplaces, air-conditioning compressors, flower boxes, decks, sidewalks, steps, patio, plants, rock areas, flower beds, rain gutters, ground area under roof overhang, balconies, driveways immediately adjacent to the garage, or entry way and other appurtenances all of which are part of the original construction of any living unit or which are added pursuant to the provision of Article XI hereof.

ARTICLE V

PARKING RIGHTS

The Association shall maintain, adjacent to the private streets, parking spaces for the use of homeowners or their guests. However, any parking rights shall be limited as provided for in the protective covenants contained in Article IX hereof. Furthermore, this provision shall not entitle a homeowner or guest to park in any limited-use common area of another homeowner without the permission of the homeowner.

ARTICLE VI

COVENANTS FOR ASSESSMENTS AND MAINTENANCE

Section 1. Creation of Assessments.

Each owner of any lot within the Meadow Green development, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to agree to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements, and (c) special assessments for repair and maintenance, all 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 the costs of collection thereof, shall be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due and shall be a lien against such lot.

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 Meadow Green, in particular (a) to provide for the improvement, maintenance and rent of the common properties and facilities, and (b) to provide services devoted to the use and enjoyment of the properties and living units in Meadow Green.

Section 3. Annual Assessment.

After consideration of current maintenance costs and future needs of the Association, the Board of Directors will recommend at the annual meeting any change in the monetary amount of the annual assessment for the following year.

Section 4. Special Assessments.

In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment 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 (2/3) of the vote of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent by first-class mail to all the members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The due date for any special assessment shall be fixed in the resolution authorizing such assessment but will be no sooner than thirty (30) days following the approval for such special assessment.

Furthermore, the Association shall be entitled to assess any homeowner for the cost of any repairs authorized in Section 12 below.

Section 5. Change in Annual Assessments.

Subject to the limitations of Section 3 hereof, the Association may change the assessments prospectively, provided that any such change shall have the assent of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a meeting called for such purpose, written notice of which shall be sent by first-class mail at least thirty (30) days in advance.

Section 6. Quorum for any action authorized under Sections 4 and 5.

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called for such purpose, the presence of members or proxies entitled to cast two-thirds (2/3) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at this meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at each such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than forty-five (45) days following the preceding meeting. If a quorum is not met in the second meeting, the Board of Directors has the right to make any decisions that were to be decided upon by the membership.

Section 7. Date of Commencement of Annual Assessments.

The annual assessment 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.

Section 8. Duties of the Board of Directors.

The Board of Directors of the Association shall announce the date of commencement and the amount of the annual or special assessment at least thirty (30) days in advance of such date and shall maintain a roster of the properties and assessments applicable thereto, which shall be kept in the office of the manager of the Association as designated from time to time by the Board of Directors and shall be open to inspection by any homeowner.

Written notice of any special assessment or change in annual assessment shall be sent by first class mail to every homeowner subject thereto. The Association shall, upon demand, furnish to any homeowner liable for assessment a certificate in writing signed by an officer at the Association setting forth whether the assessment has been paid. Such certificate shall be conclusive evidence of the payment of assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment.

If the assessments are not paid on the date when due as specified herein, then such assessment shall become delinquent 30 days after the due date and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien on the property which shall bind such properties in the hands of the then homeowner, his/her heirs, devisees, personal representatives and assigns. The personal obligation of the then homeowner to pay such assessment, however, shall remain his/her personal obligation until paid in full and shall not pass to his/her 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 ten percent (10%) per annum and the Association may bring an action at law against the homeowner 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 along with all of the costs of collection. In the event judgment is obtained, such judgment shall include interest, costs, reasonable attorney's fees as allowed by law, and any other expenses allowed by the courts. No homeowner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the common properties or the abandonment of his/her lot.

Section 10. Subordination of Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money mortgage placed upon a lot, subject to assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release a lot 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, charges 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 properties exempted from taxation by the laws of the State of South Dakota, and
- c. All common properties as defined herein.

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

Section 12. Association Responsibility for Maintenance.

The Association is responsible for (a) maintaining the functional and standard appearance of the interior and exterior of the Meadow Green Community Building and (b) maintaining the common area including the sprinkler system but excluding the easement area (see Article I of Covenant). The Association is responsible for payment of water and sewage usage by the members.

In addition to maintaining the common area, the Association may arrange for repairs and maintenance, and engage any subcontractors or contractors necessary to perform such maintenance on any or all of the buildings, including living units, in Meadow Green. The Association may arrange for exterior maintenance, including repair and replacement of roofs, siding, masonry, gutters, downspouts, painting and staining, and other periodic maintenance to be performed on buildings. Furthermore, the Association may contract for certain interior repairs and maintenance to the sewers, plumbing, heating, or air-conditioning and electrical systems to any and all buildings constructed as part of Meadow Green. (See Sections 13, 16, and 17.)

Section 13. Homeowner Responsibility for Maintenance.

The homeowner will be responsible for the appearance of his/her lot exterior. Repair of damaged roofs and siding of townhomes is the responsibility of the homeowner. The homeowner is also responsible for maintaining the area defined as easement area. This includes those areas adjacent to the lot which include sidewalk, patio, rock areas, flower beds, rain gutters, ground area under roof overhang, driveway and air conditioner. All interior maintenance shall be the responsibility of the homeowner of each living unit subject to the party wall agreements set forth herein.

Section 14. Exterior Maintenance.

All exterior maintenance (painting, etc.) must be preapproved by the Building Committee of Meadow Green. Prior to making any changes in the appearance of the building, the homeowner must submit a project application form to the Building Committee. Such projects cannot proceed without written approval by the Building Committee.

Section 15. Landscaping.

Nothing contained in this Article shall entitle the homeowner to landscape any of the common properties, with the exception of the limited use common area. No homeowner shall have the right to perform any landscaping in any other common area without the permission of the Board of Directors. All landscaping and maintenance of lawns and trees/shrubs, including watering, shall be the responsibility of the Association.

Section 16. Cost of Maintenance.

The cost of any maintenance performed by the Association as allowed for and/or required by Section 12 and 15 above shall be considered when determining annual assessment and special assessment fees. Homeowners may not submit bills to the Association for homeowner-responsible maintenance as described above. Any repairs, improvements, and/or maintenance performed by the homeowner must be accomplished in a workmanlike manner to the satisfaction of the Association. No repairs, improvements or maintenance may alter the aesthetics of the property, unless approved in advance by the Building Committee and/or Grounds Committee (see Article VIII, Section 2 and 4 of Bylaws). In the case of any dispute between a homeowner and the Committee, the homeowner may appeal to the Board of Directors. The decision of the Board of Directors shall prevail. The Association will not be responsible for any bill submitted by a homeowner or Committee member without prior approval of the Board of Directors.

Section 17. Authorization for Creation of Mechanic's Lien, Materialman's Lien and/or Personal Property Lien.

If the homeowner fails to comply with the maintenance requirements set forth in this document as to his/her own real property, then that homeowner specifically authorizes the Association to make such improvements as the Association deems necessary, and ~~that~~ the homeowner authorizes that the cost of the improvement shall become a mechanic's lien, materialman's lien or personal property lien pursuant to SDCL 44-9 and SDCL 44-11.

Section 18. Damage to Common Area Property and Association Property.

If at any time a homeowner or the homeowner's guests, agents, workers or employees damage any common area property of the Association or any Association property, then the homeowner is deemed responsible for the damage, and the homeowner may be sued in Small Claims Court and/or Circuit Court in Brookings County, South Dakota, and a judgment lien entered therein for the cost of repairs and the costs of suit including attorney fees.

**ARTICLE VII
INSURANCE**

Section 1. Association Responsibility to Insure.

Insurance policies upon the property covering the items described in Section 2 of this Article shall be purchased by the Association as trustee for the benefit of the Association and the homeowners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to any mortgagees.

Section 2. Insurance Coverage.

Insurance shall cover the following:

- a. All living units, including betterments and improvements in place at the time of closing on each unit, and buildings, all common properties and betterments, including improvements owned or operated and maintained for the benefit of the Association, and all personal fixtures and property included in the common properties in an amount equal to the insurable replacement value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against all risks of direct physical loss or damage;
- b. Public liability of at least \$1,000,000 for each occurrence, and bodily injury and property damage liability and with such additional coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the homeowners as a group to a townhouse homeowner individually;
- c. Workmen's compensation as required by law; and

- d. Such other insurance, including a Fidelity Bond on the Association's agent handling its monies, as the Board of Directors of the Association shall determine from time to time is desirable.

Section 3. Premium Payment and Assessment.

Premiums on insurance policies purchased by the Association shall be paid by the Association, as a common expense of the Association with the exception of the "special form" insurance for direct physical loss or damage coverage on individual living units which shall be purchased by the Association but shall be assessed and billed to each homeowner on a proportionate value basis, based upon the value each townhouse bears to all townhouses in Meadow Green. The value basis shall be equivalent to the original selling price of the living unit without any modification for one year after purchase.

Section 4. Association Appointed Agent.

The Board of Directors of the Association is hereby irrevocably appointed agent for each homeowner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims. The point of contact for the Association shall be the President of the Board of Directors.

Section 5. Homeowner Responsibility to Insure.

The insurance of personal liability, personal property and improvements and betterments of individual living units, excluding any interest in the common properties, shall be the individual responsibility and cost of each homeowner.

Section 6. Lien for Premiums.

The Association may, but shall not be required to, make payment of insurance premiums on behalf of any homeowner who becomes delinquent in such payment. In the event the Association does make such payment, then such payment and the cost thereof shall be treated as if it were a part of the annual assessment described above and shall be a charge on the land and a continuing lien on the property for whose benefit such premium payment is made and also the personal obligation of the homeowner of such property at the time when such premium payment is made.

Section 7. Proceeds Payable to Association.

All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to the Association for the purposes herein provided. The Association shall receive such proceeds as are paid and hold them in trust for the benefit of the homeowners and their mortgagees. Such proceeds on account of damage to common properties shall be paid to the Association for the common properties repair. Proceeds on account of townhouses shall be held for the homeowners of damaged townhouses in proportion to the costs of repairing the damage suffered by each townhouse homeowner, which cost shall be determined by the Association. In the event a mortgagee endorsement has been issued to a townhouse, the share of the townhouse owner shall be held in trust for the mortgagee and the townhouse owner as their interest may appear.

Section 8. Disbursements of Proceeds.

Proceeds of insurance policies received by the Association shall be distributed as follows:

- a. All expenses of the Association incurred in connection with the insurance shall be first paid;
- b. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended for such repair or reconstruction. Any proceeds remaining after such repair shall be distributed to the homeowners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a townhouse and may be enforced by such mortgagee;
- c. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the homeowners and their mortgagees being payable jointly to them; this covenant is for the benefit of any mortgagee and may be enforced by such mortgagee.

ARTICLE VIII

WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED

Section 1. Property Owned by the Association.

If common properties or townhouses owned or operated and maintained for the benefit of the Association are damaged, they shall be reconstructed or repaired by the Association. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in a condition at least as good as that before the casualty.

Section 2. Property Owned by a Homeowner.

If damage occurs to a townhouse for which the responsibility of maintenance and repair is that of the homeowner, then the homeowner shall be responsible for all reconstruction and repair after casualty, being entitled to the insurance proceeds held by the Association as trustee. In the event casualty or damage occurs to more than one townhouse, the Association shall have the right, but no obligation, to hire such contractor or contractors as the Association deems necessary to complete the repairs, paying for such repairs out of the insurance proceeds.

Section 3. Approval.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings or according to the plans and specifications approved by the Board of Directors of the Association and the Building committee as provided for in Article XI.

Section 4. Timeliness of Repair of Property.

Repair of any damage occurring to a townhouse for which the responsibility and maintenance is that of the homeowner must be accomplished within a reasonable time as determined by the Board of Directors after the damage occurs. If the homeowner fails to make the repairs within the time and in the manner

as determined by the Board of Directors, then the provisions of Article VI, Section 17 will apply if the Association is forced to make the repairs.

ARTICLE IX

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. However, the Association may elect to construct such maintenance buildings as are necessary for the benefit of the members.

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 all as may be determined by the Board of Directors. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that one dog or one cat or other small household pet may be kept, provided that they are not kept, 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 trailer, basement, tent, shack, garage, barn, outbuilding or structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

Section 4. Vehicle Parking and Storage.

No lot may have on the premise more vehicles (automobiles, recreational vehicles, boats, snowmobiles, motorcycles, trailers or unlicensed motor vehicles) for which they claim ownership than can be safely stored in their available garage space. Vehicles can be kept on a designated parking space or driveway for a period not to exceed ten (10) consecutive days with a period of at least one week between consecutive stays. No vehicles may be parked overnight on any private street within Meadow Green. Street parking is reserved for temporary parking only. Overnight visitors are to park on paved pads or on homeowners' driveways. Any homeowner who violates this Section 4 is subject to having the offending vehicle towed, and the costs of such towing and any other expenses incurred by the Association shall be assessed against the homeowner. If the homeowner fails to pay the assessment, an action will be commenced in either Small Claims Court and/or Circuit Court.

Section 5. Trash Containers.

No trash or debris shall be left on or in any lot except in approved containers. No trash receptacles or incinerators or garbage cans shall be located outside of a building unless placed on a temporary basis only, awaiting pickup.

Section 6. Residency Restrictions.

The number of residents in any living unit shall be limited to a family or household as defined in Article I, Section d, of this Declaration.

Section 7. Miscellaneous Restrictions.

Notwithstanding any omission in this Article IX, the use of any property included in this Declaration shall be restricted by any other limits expressed elsewhere in this Declaration.

Section 8. Renting/Leasing

Members are prohibited from leasing or renting the lot owned by the Member to another party.

In all other respects the Declaration of Covenants and Restrictions of Meadow Green Homeowners Association, Inc. dated the 17th of September, 18th 2022 shall remain in full force and effect.

ARTICLE X

PARTY WALLS

Section 1. General Rules to Apply.

Each wall which is built as part of the original construction of the living units in Meadow Green and placed on the dividing line between lots shall be a party wall, and to the extent not inconsistent with the provisions of this Declaration, 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 homeowners 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 homeowner who has used the wall may restore it, and if the other homeowners 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 homeowner 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. Right to Contribution Runs with the Land.

The right of any homeowner to contribution from any other homeowner under this Article shall be appurtenant to the land and shall pass to such homeowner's successors in title.

Article XI

GOVERNING BOARD AND STANDING COMMITTEES

Section 1.

The functional organization of the Meadow Green Association is by way of a Board of Directors (By-Laws, Articles 3 and 5) and Standing Committees (By-Laws, Article 8) that are responsible for maintaining a safe

and attractive appearance to all streets/roads, lawns, trees and shrubs; planning social/Community Building activities; approving any project that alters the exterior appearance of any Meadow Green living unit in order to maintain the appearance of all buildings; and maintaining the interior of the Meadow Green Community Building.

ARTICLE XII

EASEMENTS

Section 1. Homeowners' Easements.

Homeowners shall have an easement and right of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot. However, the right of enjoyment and title of the homeowner of each lot shall include the right of the homeowner to an exclusive easement to the limited-use common area including areas occupied by fireplaces, air-conditioning compressors, flower boxes, decks, sidewalks, steps, patio, plants, rock areas, flower beds, rain gutters, ground area under roof overhang, balconies, driveways immediately adjacent to the garage, or entry way and other appurtenances all of which are part of the original construction of any living unit or which are added pursuant to the provision of Article XI hereof.

Section 2. Extent of Association Easements.

The rights and easements of enjoyment by the homeowner of each lot and the title of each lot shall be subject to the rights of the Association to an easement on and over said lot for the purpose of installation and maintenance of necessary utilities.

Section 3. Access and Utility Easement.

There is hereby reserved and created a blanket easement upon, across, over, and under Meadow Green for each townhouse thereon, for ingress and egress to allow installation, replacement, repairing and maintaining all utilities. By virtue of this easement it shall be expressly permissible for any governmental body or public utility to install, erect, repair, replace and maintain any and all equipment necessary or appropriate for providing utility services within the development. In the event it should be necessary to enter an individual townhouse for these purposes, notice shall be given to the homeowner thereof and where possible permission obtained if it can be accomplished without unreasonable delay. These easements shall in no way affect any other recorded easements on the premises and shall be appurtenant to each lot and shall pass with title to each lot whether specifically recited on such deed or not.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration - Amendments.

The covenants, restrictions and easements of Declaration shall run with the land pursuant to SDCL 43-12 and SDCL 11-5 and be binding and inure to the benefit of and be enforceable by the Association or the owner of any lot, their respective legal representatives, heirs, successors and assigns, for as long as South

Dakota law allows and in no instance shall the covenants running with the land be less than in perpetuity and as to real property covenants and restrictions shall be binding for no less than 25 years from the date of such declarations or the date the Declarations and Restrictions are recorded, whichever is later. It furthermore is the intention of the homeowners who are signing this document that the Declarations and Restrictions will automatically be extended for a period of 10 years beyond the original 25-year period with successive 10-year extensions thereafter.

Any votes to change any of the provisions of this Declaration of Covenants and Restrictions must be met with an affirmative vote of two-thirds (2/3) of the entire membership of the Association, which vote may be either in person or by proxy. Any amendments to these Declarations and Covenants must be recorded with the Brookings County Register of Deeds Office.

Section 2. Severability.

Invalidation of any one of these covenants and restrictions by judgment or Court order shall in no way affect the remaining provisions.

Section 3. Notice.

Any notice to be given pursuant to this Declaration shall be given to the owner of any lot at the United States Postal Service address in writing by certified or first-class mail. Notice to the Association shall be by certified mail to the registered agent of the Association as identified through the office of the Secretary of State.

Section 4. Waiver.

Failure of the Association or any homeowner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

In Witness Whereof, the Declarant has caused this Declaration of Covenants and Restrictions as amended to be executed this 17th day of September 2018.

BYLAWS OF THE MEADOW GREEN HOMEOWNERS ASSOCIATION, Inc. (second amended)

(11/19/2013)
(9/17/2018)

ARTICLE I Name and Location

The name MEADOW GREEN ASSOCIATION, Inc. is herein after referred to as the "Association." The location is Lots 3-96 of Block Five (5) of Hyland Addition to the City of Brookings, Brookings County, South Dakota, as shown on the recorded plat thereof on file and of record in the office of the Register of Deeds. The street address shall be 2121 Monarch Lane, Brookings, SD 57006.

ARTICLE II Purpose and Powers

The Association has been incorporated for the purposes expressed in the Declarations of Covenants and Restrictions, which has been recorded in the Office of the Register of Deeds within and for the County of Brookings, State of South Dakota, affecting the real property described in said Declaration. Said Declaration is incorporated by reference herein as if set forth in full.

ARTICLE III Board of Directors

Section 1. Number. Three officers and four directors-at-large shall manage the affairs of the Association, hereinafter referred to as the Board of Directors.

Section 2. Election. The terms of the Directors shall be staggered. At the Annual Meeting, the members shall elect Directors to replace the Directors whose terms have expired. Each Director shall be elected for a period of three years. Nominees for Directors must be members of the Association.

Section 3. Removal. Any Director may be removed from the Board, with cause, by a majority vote of the members of the Association. In the event of the death, resignation or removal of a Director, his/her successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor, or until a permanent replacement can be voted in to the office.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. Directors may be reimbursed for actual expenses incurred in the performance of their duties with the approval of the other members of the Board of Directors.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take an action, in the absence of a meeting, which they could have taken at a meeting, by obtaining written approval of the majority of the Directors. Any action so approved shall have the same force and effect as though taken at a meeting of the Directors.

ARTICLE IV Meetings and Quorum

Section 1. Meetings. Meetings of the Directors shall be scheduled a minimum of eight times a year, at such a place and hour as may be fixed from time to time by resolution of the Board. Announcement of the meeting shall be published in the monthly Meadow Green newsletter. All meetings of the Board are open to the membership.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any three (3) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for transaction of business.

Section 4. Attendance by Telephone. Directors may attend by telephone, and the vote of a Director attending by telephone shall count as if the Director were present at the meeting.

ARTICLE V Powers and Duties of the Board

Section 1. Powers. The Board of Directors shall have the following powers:

- a. To adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infractions thereof;
- b. To exercise for the Association all powers, duties and authorities vested in or delegated to this Association not reserved to the membership by any other provisions of these Bylaws or the Declaration; and
- c. To employ a manager, an independent contractor, or other such employees as they may deem necessary, and prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or to any special meeting, when such statement is requested in writing by one-fourth (1/4) of the voting members;
- b. Supervise all officers, contractors, and employees of this Association and to see that their duties are accomplished in a timely and appropriate manner and inspected prior to payment;
- c. Recommend to the membership the annual assessment and special assessment fees;
- d. Notify the members of annual assessment and special assessments;
- e. Appoint members to serve on Standing and Ad Hoc Committees and provide leadership to and maintain communication with them;
- f. Nominate candidates for vacant Director positions;
- g. Procure and maintain adequate liability and hazard insurance on the property owned by the Association as provided for in the Declaration;
- h. Cause to have the common areas maintained;
- i. Provide pre-approval of all expenditures to be incurred by the Association. Pre-approval includes any expenditure proposed by any members or committee of the Association. The responsible member or committee will pay all unapproved expenditures;
- j. Provide certain policies to assure the maintenance of the aesthetics and value of Meadow Green homes and properties;
- k. Cause to have duties of the treasurer fulfilled; and
- l. Propose a budget for the next calendar year to the membership for approval at the Annual Meeting.

ARTICLE VI Meetings of the Members

Section 1. Meetings. The regular Annual Meeting will be held at 7:00 PM on the third Monday of September of each year.

Section 2. Agenda. The agenda for the annual meeting will include, but not be limited to, voting on the annual assessment, approving the budget, and electing Directors to fill vacancies on the Board of Directors.

- homeowner. Cost of work to be shared by homeowners in one building will be paid according to regulations stipulated in the Declaration; and
- ~~h.~~ Assist the Meadow Green Board of Directors in the creation of the annual budget.

Section 3. Roads/Driveways/Sidewalks: The Roads/Driveways/Sidewalks Committee shall consist of at least two members. One member will be appointed in even years and one in odd years. Additional members may be appointed as needed. The length of term will be two years. Members may succeed themselves. Their duties shall be to:

- a. Do an annual check of all roads, driveways, sidewalks and parking pads and notify the Board of Directors of needed repairs and sealing of cracks.
- b. Supervise contractors in the performance of their contractual responsibilities.
- c. Review requests made by homeowners to replace driveways and make the homeowner aware that, if the request is approved, the homeowner must follow the Driveway Replacement Policy and be responsible for the costs.
- d. Review requests for the replacement of sidewalks and make the homeowner aware that, if the request is approved, the homeowner must follow the Sidewalk Replacement Policy and be responsible for the cost.
- e. Work with the Meadow Green Board of Directors to obtain bids for road maintenance and parking pad repair/replacement. This work will be paid by the Meadow Green Association.
- f. Have the lights on the light poles replaced when necessary.
- g. Have light poles maintained and replaced when necessary.
- h. Assist the Meadow Green Board of Directors in the creation of the annual budget.

Section 4. Grounds. The Grounds Committee shall consist of at least two members. One member will be appointed in even years and one in odd years. Additional members may be appointed as needed. Members serve two-year terms and may succeed themselves. The Committee shall be responsible for trees, shrubs, and lawns. Specific duties shall be to:

- a. Complete an annual check of all trees and shrubs and make recommendations to the Meadow Green Board of Directors concerning care and replacement;
- b. Notify homeowners when shrubs or plantings in limited-use common areas need to be replaced or cared for, i.e. weeds need to be removed, etc.;
- c. Annually inspect the corner fences and entrance brick work and make recommendations to the Meadow Green Board of Directors for repair and/or replacement; and
- d. Assist the Meadow Green Board of Directors in the creation of the annual budget.

Section 5. Social/Community Building. The Social/Community Building Committee shall consist of at least two members. One member will be appointed in even years and one in odd years. Additional members may be appointed as needed. Members serve two-year terms and may succeed themselves. Their duties shall be to:

- a. Arrange for the general cleaning of the Community Building on a regular basis, and for special cleaning of carpet and windows as needed.
- b. Arrange for the purchase of supplies for the bathrooms and kitchen, such as paper towels, toilet paper, dish soap, paper plates, napkins, cups, etc.
- c. Arrange for the placement and removal of seasonal decorations of tables, etc.
- d. Identify interior repairs, appliance repairs or replacement, interior painting or décor needing repair or replacement, and exercise room equipment needing repair or replacement, and report same to the Meadow Green Board of Directors,
- e. Arrange for hosts/hostesses to be in charge of set-up and clean-up at the monthly potluck dinners.
- f. Assist the Meadow Green Board of Directors in the creation of the annual budget.

Section 6. Ad-hoc Committees. The Meadow Green Board of Directors shall have the right to form any temporary committees it deems necessary for the smooth operation of the Association. The number and members and their responsibilities are at the discretion of the Board. No ad-hoc committee shall exist for longer than one year.

ARTICLE IX Books and Records

The books, records and papers of the Meadow Green Association shall be at all times, during reasonable hours, subject to inspection by any member.

ARTICLE X Amendments of Bylaws

Section 1. These Bylaws may be suspended or amended at a regular or special meeting of the members, by a vote of two-thirds of the quorum of members eligible to vote in person or by proxy. Nothing contained herein shall be construed as an amendment to the Declarations, which contain a separate provision concerning amendment of said Declarations.

Section 2. In the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

In Witness Whereof, the Declarant has caused these Bylaws as amended to be executed this 17th day of September 2018.

Meadow Green Homeowners Association Inc.

By _____

Richard L. Smith - President

ATTEST

Sonja Anderson - Secretary