

**AMENDED
DECLARATION OF RESTRICTIONS AND
COVENANTS TO RUN WITH THE LAND
HEARTLAND COUNTRY RANCHETTES**

From: HEARTLAND COUNTRY RANCHETTES, L.L.C. – DECLARANTS

To: The Public

KNOW ALL PERSONS BY THESE PRESENCE: that we, the undersigned owners, also known as Declarants, of that real property described as follows, to wit:

The land referred to in this commitment is that real property located in the State of South Dakota, County of Custer, described as follows:

Lots 1, 3 – 23 and 25 – 45, of Heartland Country Ranchettes, located in S1/2SE1/4 and SE1/4SW1/4 of Section 26; E1/2 and NE1/4NW1/4 of Section 35, all in Township 3 South, Range 7 East of the Black Hills Meridian, Custer County, South Dakota.

For the purposes of establishing and maintaining the above-described real property as a desirable residential and recreational area in Custer County, South Dakota, and for the purpose of establishing and maintaining high quality sighted and fair and reasonable property values, the following declarations as to restrictions and covenants to run with the land and pertaining to the use of the above-described real property are hereby adopted and declared. Said restrictions and covenants shall constitute covenants to run with the land and shall be enforceable on the date of recordation of this presence in the Office of Register of Deeds of Custer County, South Dakota. After which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a two thirds majority of the then owners of the respective Lots included in the above-described property description have been recorded providing a change in said covenants in whole or in part. Invalidity of any one of the covenants provided for herein by Judgment of Court Order shall in no way or respect affect any of the other covenants which shall remain in full force and effect.

Enforcement of said restrictions and covenants may proceed at law or in equity against any person or against any entity violating or attempting to violate any restriction or covenant herein contained. Such proceedings may be for the purposes of injunctions to restrain violation or to recover damages. Such enforcement may be appropriately undertaken by any person owning any of the above-described real property. After which said person shall take the complaint before a gathering of the owners of the above-described property. If by a two-thirds (2/3) majority vote the owners agree there has been a violation of covenants or restrictions the complaining person may then proceed with enforcement of covenants and restrictions.

1. The property shall be used for residential purposes or summer home purposes only and not for any business, trade, commercial, industrial or multi-family unit purposes except as specifically provided for herein.
2. All construction shall be original or stick built, modular or a pre-manufactured home and must be new and must be in harmony with the surrounding area. No dwelling shall be constructed or placed on any of the described real property that does not have a minimum living area of one thousand one hundred (1100) square feet. No singlewide homes are to be brought onto the afore-described real property.
3. Landowners must have a gravel driveway to the building site before starting construction. The landowner is responsible for any damage that is done to any road within the H.C.R. development. This includes all utility services as well as any other landowner's property in the subdivision that is done by their contractors, sub-contractors or a delivery company during their construction periods. Also lot owners must provide their contractors or sub-contractors with appropriate containers for trash and debris during their construction period. The landowner is responsible for the damage and clean up of debris done to another landowner's property.
4. Any modular or pre-manufactured home that is brought on to the property as a permanent home must be new. All modular or pre-manufactured homes must have a shingled or painted metal roof with a non-continuous roof line and have the appearance of a permanent home. All homes must be placed on a basement or permanent foundation with footings. Any structures must be constructed in harmony with the surrounding area. All structures and improvements shall be maintained in a state of good repair at all times
5. All and any utilities to any construction shall be underground from the metered pole set by Black Hills Electric Cooperative whose offices are located in Custer, South Dakota. Easements both over and under the ground are reserved on each parcel of property for utility installments and repairs. These easements are reserved upon each parcel as the utility company, telephone company, water association, road association or any other utility may require for the purpose of providing and maintaining utility services.
6. No lot may be further subdivided. The total number of lots in the H.C.R. may not exceed forty-five (45). A portion of each home within the subdivision must be built within a one hundred (100) foot radius of the surveyed home site on each lot. Owners must have written permission from neighboring landowners to build outside the specified area for home sites. No out buildings of any kind shall be located on any lot at a distance of less than one hundred (100) feet from the sides, front or back boundary of the lot and cannot interfere or obstruct the view of neighboring lot owners.
7. Animals of any kind that are kept on the afore-described real property shall be fenced in order that such animals are not allowed to roam at large or to move beyond the limits of the premises owned. Landowners whose animals roam at large or move beyond the

limits of the premises are responsible for any damages done to another landowner's property in the subdivision. Any corrals or sheds for the purpose of containing animals shall be of new and original construction. The outside perimeter fence of the subdivision is the common fence owned by the landowner and the neighboring landowner. Responsibility for repair rests with both landowner and neighboring landowner if both landowners need the fence to contain their animals or livestock. One (1) livestock animal unit may be kept for each three (3) acres of property owned, including all new landowners who do not have a home constructed and occupied as of April 02, 2003. An animal unit is described as one (1) unit equaling one horse, cow, mule or similar sized animal. Four (4) sheep, goats or similar sized animals also equal one (1) animal unit. Chickens, turkeys or any other fowl excluding ostriches equal thirty-five (35) animals per one (1) animal unit. Young animals under the age of six months do not count toward the allowable limit. Absolutely no pigs or buffalo are allowed within the afore described real property. All animals are to be kept in a manner that does not negatively affect neighboring landowners within the subdivision.

8. The afore-described real property shall not be used or maintained as a dumping ground for any old vehicles, rubbish or trash. All garbage or similar waste shall be kept in sanitary containers and all equipment for the disposal of garbage shall be kept in a clean, sanitary and fire safe condition. Each landowner within the subdivision is to use the sanitation company that is under contract with the association. Any septic tanks constructed or placed upon the afore-described property for the purposes of sanitary disposal of sewage shall be in conformity with the minimum requirements of the county of Custer and the State of South Dakota.
9. Development upon a lot in the above-described real property shall be preformed in such a way as to not be detrimental or interfere with the natural course of drainage as that same that exists as of the date of the purchase of the lot.
10. No obnoxious or offensive trade or activity shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.
11. No commercial business or activity, which significantly increases traffic within the subdivision or on the premises, shall be conducted on any portion of the property. If any business or commercial activity is conducted on any portion of the property it shall be done in a manner as to not disrupt the residential aspects of the property and shall not create a nuisance or unsightly appearance. Absolutely no commercial dog kennels or commercial horse boarding stables are allowed in the afore-described property.
12. No owner shall cause any structure, planting or any other material to be placed or permitted to remain which shall impede, damage or interfere with the right of ingress and egress of other owners of lots of the afore-described real property. No owner shall cause any motor oil or like products of any kind to be applied or poured upon the roadways within the subdivision. The parking of any vehicles of any kind or description upon common roadways within the subdivision is strictly prohibited.

13. Each landowner within the subdivision must plant at least ten (10) trees within the first three (3) years from the date of closing on the property. The trees may be planted anywhere upon the property owned and may be of any size.
14. Any transfer of title by deed or otherwise shall be subject to the provisions of the protective covenants herein contained.
15. All mailboxes that allow for United States mail delivery shall be black in color and be of approximately nine (9) inches high by six (6) inches wide and twenty one (21) inches long.
16. No snowmobiles, dirt bike motorcycles, four wheelers, all terrain vehicles or similar machines may be operated for recreational purposes within the subdivision.
17. No firearms may be discharged for hunting or recreational purposes within the subdivision.
18. All landowners are required to be members of the Heartland Country Ranchettes Water Users Association from the date of closing on the property and are required to pay a monthly fee.
19. All landowners become required members of the Heartland Country Ranchettes Homeowners Association. Each landowner gets one (1) vote on all issues brought before the association. All members will be notified in a timely manner before each meeting.

Association Officers:

Cary Heiser, President
Josh Sanders, Vice-President
Janita Amiotte, Secretary

