

SILVER STAR SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by SILVER STAR DEVELOPMENT CORPORATION, a South Dakota corporation, with offices located at 5315 Meadowlark Drive, Rapid City, South Dakota 57702, Declarant, the owner of the following-described real property situated in Custer County, South Dakota:

Tracts One (1) through Twenty-six (26) inclusive in Silver Star Subdivision of H.E.S. James S. Houseman, located in Section Fifteen (15), Township Four South (T4S), Range Four East (R4E) of the Black Hills Meridian (BHM), as shown on the plat recorded in Plat Book 11, page 51, in the Office of the Register of Deeds of Custer County, South Dakota.

Declarant hereby declares that, from and after the recording of this Declaration, all the above-described property shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which are declared to protect the value and desirability of, and which run with, the real property and be binding on all parties having any right, title or interest in the above-described tracts or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **ZONING RESTRICTIONS:** All tracts shall be governed by the rules and regulations imposed by the appropriate county planning and zoning authority. Any and all improvements and structures placed on any tract and other development of any tract shall comply to with such zoning requirements.
2. **USE OF TRACT.** Each tract shall be used for residential purposes only and shall not be used for any business, trade, commercial or industrial purpose whatsoever, except that individuals may conduct non-nuisance, unoffensive businesses from their homes.
3. **SINGLE FAMILY DWELLING.** No more than one single family dwelling shall be constructed or placed on any tract. Each single family dwelling shall consist of a minimum of 800 square feet of living space on the ground floor, not including an enclosed garage, car port, decks, porches, or attached structures used for storage.
4. **OWNERS' ASSOCIATION.** (a) Every owner of a tract shall be a member of the Silver Star Property Owners' Association. An annual membership fee of \$60.00 will be assessed to all members, except the Declarant, for snow removal and maintenance of subdivision roads, and for any costs and expenses incurred in enforcing these covenants and restrictions. The fee will be due the 1st day of July of each year and such fees, together with interest, costs and reasonable attorney's fees incurred in collecting delinquent fees, shall be a continuing lien against the property and the personal obligation of the person(s) who was the owner of the tract at the time the assessment became due. Membership fees not paid when due shall accrue interest at the statutory judgment rate.
(b) Declarant will collect, disburse, and account for membership fees until the election of officers of the Association, at which time the authority and responsibility for maintaining the roads, enforcing these covenants and restrictions, and collecting, disbursing and accounting for membership fees shall be transferred to the Association.
5. **CONSTRUCTION.** All dwellings shall be newly constructed and of wood or brick construction. No previously used dwelling, or trailer house, or mobile home, may be placed on any tract, except that a mobile home may be placed on a tract during the actual construction of a permanent residence. The mobile home and all connections and attachments shall be promptly removed from the tract after completion of the permanent residence. All construction shall be completed within eighteen (18) months of its commencement, unless such completion is prohibited by inclement weather or disaster.
6. **APPEARANCE AND IMPROVEMENTS.** All structures and improvements on each tract shall be maintained in a state of good repair, and shall be neat and well-kept in appearance.
7. **ANIMALS.** Two head of livestock are permitted for each five acres within a tract. All animals shall be confined upon the owner's property.
8. **ANNOYANCE.** No obnoxious or offensive activity shall be conducted on any tract or subdivision road, nor shall anything be done which may be, or may become, an annoyance or nuisance to other residents and owners of tracts in the subdivision. No firearms may be discharged within the subdivision.
9. **GARBAGE AND REFUSE DISPOSAL.** No tract shall be used or maintained as a dumping ground for old vehicles, junk or rubbish. No garbage and other waste shall be kept, except in sanitary containers prior to removal. Individual owners shall remove garbage from their tract within a reasonable time, or use a garbage pickup service.
10. **FENCES.** Barbed wire and plain wire fences are permitted, if they are kept in a state of good repair and do not interfere with access to any easement for utilities or roadways.
11. **SEWAGE DISPOSAL.** Sewage disposal for each tract shall be accomplished by individual septic tanks. All septic tanks and disposal fields must be approved by the appropriate health authority. No cesspools or outside toilets are permitted.

12. **ENFORCEMENT.** The Silver Star Property Owners' Association, or any owner of a tract, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, liens, and charges now, or hereafter, imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenants or restrictions contained in this Declaration shall not be deemed as a waiver to enforce such covenant or restriction in the future.
13. **SEVERABILITY.** Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provision of this Declaration, which shall remain in full force and effect.
14. **DURATION.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years.
15. **AMENDMENT.** This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the record owners of the tracts and recorded in the office of Register of Deeds of Custer County, South Dakota. Thereafter, this Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the record owners of the tracts and recorded in the office of Register of Deeds of Custer County, South Dakota.

Executed the day and year stated in the acknowledgement.



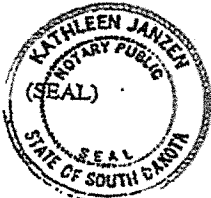
SILVER STAR DEVELOPMENT CORPORATION

By: Jeffrey S. Garrett
Jeffrey S. Garrett, President

STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) SS.

On this 14th day of February, 1992, before me, the undersigned notary public, personally appeared Jeffrey S. Garrett, who acknowledged himself to be the President of Silver Star Development Corporation, a South Dakota corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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



Kathleen Janzen
Notary Public, South Dakota

My commission expires: 1-4-98

STATE OF SOUTH DAKOTA, COUNTY OF CUSTER REC-200 03438
Filed this 14 Day of February 1992 at 9:45 AM
BOOK 35 OF Miss PAGE 232
Dec 75th Ed Jeffrey S. Garrett
By: [Signature], Deputy



ENTERED ✓
INDEXED ✓
NUMERICAL INDEXED ✓

Silver Star Subdivision
Amendments to
Declaration of Covenants, Conditions, and Restrictions

These amendments are made and executed by at least 75% of the record owners of tracts in the Silver Star Subdivision described as:

Tracts one (1) through Twenty-six (26) inclusive in Silver Star Subdivision of H.E.S. James S. Houseman, located in Section Fifteen (15), Township Four South (T4S), Range Four East (R4E) of the Black Hills Meridian (BHM), as shown on the plat recorded in Plat Book 11, pages 51, in the office of the Register of Deeds of Custer County, South Dakota,

Witnesseth:

The following amendments shall be adopted:

4. OWNERS ASSOCIATION. (a) Every owner of a tract or tracts shall be a member and have one membership and one vote in the Silver Star Property Owners' Association, L.L.C. An annual membership fee of \$60.00 will be assessed to all members, except Silver Star Development Corporation, for snow removal and maintenance of subdivision roads, and for all costs and expenses incurred in enforcing these covenants and restrictions. Said fees may also be used for administration costs as deemed necessary by the officers of the L.L.C. The fee will be due the 1st day of July of each year, and shall be considered delinquent on August 1 of each year. Such fees, together with interest costs and reasonable attorneys fees incurred in collecting delinquent fees through the Courts or a collection agency, shall be a continuing lien against the property and the personal obligation of the person(s) who was the owner of the tract or tracts at the time the assessment became due. Membership fees not paid by July 1 when due shall bear interest at the statutory judgment rate.

(b) Declarant will collect, disburse, and account for membership fees until the election of officers of the Association, at which time the authority and responsibility for maintaining the roads, enforcing these covenants and restrictions, and collecting, disbursing and accounting for membership fees shall be transferred to the Association.

5. CONSTRUCTION. Buildings, including houses, storage units, sheds, barns, and any structure shall be non-obtrusive. Color shall blend with the earth colors and vegetation of the area. All dwellings shall be newly constructed and of wood or brick construction. No previously used dwelling, or trailer house, or mobile home, may be placed on any tract, except that a mobile home may be placed on a tract during the actual

construction of a permanent residence. The mobile home and all connections and attachments shall be promptly removed from the tract after completion of the permanent residence. All construction shall be completed within eighteen (18) months of its commencement, unless such completion is prohibited by inclement weather or disaster.

8. ANNOYANCE. No obnoxious or offensive activity shall be conducted on any tract or subdivision road, nor shall anything be done which may be, or may become, an annoyance or nuisance to other residents and owners of tracts in the subdivision. No firearms may be discharged within the subdivision. Farm Yard lights or security lights that stay on from dusk to dawn that are visible to other property owners are an annoyance and are prohibited. Motion detector lights are acceptable.

In all other respects the Declaration of Covenants, Conditions, and Restrictions, recorded on February 14, 1992, at Book 35 of misc, page 232, in the office of the Custer County Register of Deeds, shall remain in full force and effect.

Dated this 7 day of 79, 1999.

Tracts (1) & (2)

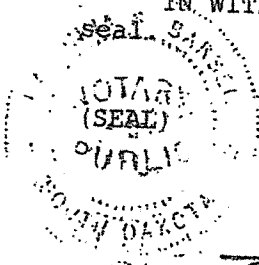
Gerard Nervig

Mary Stutz
Mary Stutz

STATE OF SOUTH DAKOTA)
COUNTY OF Custer) SS

On this the 7th day of July, 1999, before me the undersigned officer, personally appeared Gerard Nervig and ~~let~~ Mary Stutz, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official



Shirley S. Parker
Notary Public
State of South Dakota
My Commission Expires:

My Commission Expires
January 11, 2004

STATE OF SOUTH DAKOTA, COUNTY OF CUSTER-SS 12676
Filed this 30 day of Aug 1999 at 7:30 PM
BOOK 38 OF misc PAGE 187

Fee \$ pd. Francis J. Larson
Register of Deeds

PREPARED BY: Francis J. Larson
ADDRESS: 1000 E. 1st St., Custer, SD 57732
TELEPHONE: 675-2233