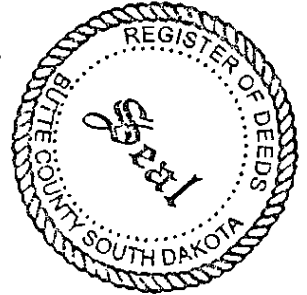


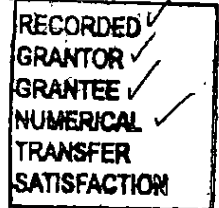
Prepared by:
Ronda Miller Law Office, Prof. LLC
Attorney at Law
PO Box 66
Belle Fourche, SD 57717
(605) 723-0678

Register of Deeds
Butte County, South Dakota
Recorded August 16, 2016
At 3:30 PM
Doc# 2016-1507
Book 463 Page 844-847
Fee 30.00
By Ronda Miller
Register of Deeds



**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR HAT RANCH 2 SUBDIVISION**

This Second Amendment To The Covenants and Restrictions for Hat Ranch 2 Subdivision, hereinafter called the "Declaration," filed as Document No. 2006-702, and in Book 361 at Pages 17-57 in the office of the Butte County Register of Deeds, Belle Fourche, South Dakota, covering and concerning the following described real property, to wit:



Tract A and Dedicated Road Right-of-Way, all of Hat Ranch 2 Subdivision, City of Belle Fourche, Butte County, South Dakota, located in the N1/2 of Section 35 and the NW1/4 of Section 36, T8N, R2E, BHM.

AND WHEREAS, The First Amendment to Declaration of Covenants, Conditions, and Restrictions for Hat Ranch 2 Subdivision (hereinafter "First Amendment") was recorded with the Butte County Register of Deeds as Doc. #2008-186 in Book 379, Pages 624-631;

AND WHEREAS, an Assignment by Declarant Under Declaration of Covenants, Conditions and Restrictions for Hat Ranch 2 Subdivision, Articles of Incorporation and Bylaws (hereinafter "Assignment") was recorded with the Butte County Register of Deeds as Doc. #2016-1081 in Book 463, Pages 485-487, whereby Declarant, Wagonbox Development Co., assigned all right, title, and interest in and to the Declaration to Creed Properties, LLC;.

WITNESSETH:

Pursuant to Article 8.3 of the Declaration, and Pursuant to the Assignment, the undersigned Owners representing a majority of the votes of the Members of the Association hereby approve

and adopt the following Second Amendment to the Declaration. Further, pursuant to Article 8.12.1 of the Declaration and pursuant to the Assignment, Creed Properties, LLC, a South Dakota Limited Liability Company of 839 8th Street, Spearfish, SD 57783, referred to in the Declaration as the "Declarant" by virtue of the Assignment and referred to in the Assignment as the Assignee, hereby approves the following Second Amendment to the Declaration. The amendments to the Declaration and to the First Amendment are as follows (new language is underlined and omitted language is identified):

FIRST: Article 2 Section 2.24.1 shall be amended as follows:

2.24.1 **Vehicles:** Except as provided for the specified Lots in Subsection 2.24.2, no more than one properly licensed motor vehicle, trailer, or other type of motorized or non-motorized vehicle, not in normal daily use, may be kept outside of a fully enclosed building on any Lot. However, if such vehicle is brightly colored, large, conspicuous, attention-attracting or otherwise creates a distraction from the natural beauty of the setting in the judgment of the Board, the Board may limit or eliminate such parking privilege on any Lot or require that where permitted, an approved outbuilding be constructed within a reasonable time wherein the vehicle will be required to be parked. Equipment of this type shall not be kept between the home and the roadway(s) fronting the Lot. No campers or recreational vehicles shall be maintained on a Lot as a residence for more than seven (7) consecutive days, it being understood the term "consecutive days" shall not permit successive periods of such use between short periods of non-use, and the overall pattern of such a use shall be relevant in determining compliance with this restriction. No vehicles, trailers, or any vehicular equipment shall be parked along any public street. Recreational Vehicles (RV's), fifth wheels, camper trailers, horse trailers, boats, boat trailers and similar vehicles must be parked or stored in approved outbuildings, and storage or non-use of the same outside of an approved outbuilding is not permitted with the exception that, with Board approval, one recreational vehicle, fifth wheel, or camper trailer may be stored outside of an approved outbuilding in an approved location. Un-licensed, unused stripped down, partially wrecked, immobile or inoperative vehicles must be parked inside approved outbuildings, and cannot be parked outside of such an

outbuilding. Truck-tractors and/or semi trailers and/or commercial two axle vehicles that are twenty (20) feet in length or greater are not permitted to park anywhere within the Development except in a detached outbuilding approved by the Committee.

SECOND: Article 4 Section 4.8.1 shall be amended as follows:

4.8.1 Except as provided for the specified Lots in Subsections 4.8.1.1 and 4.8.6, these buildings shall have a minimum of Two Hundred (200) square feet and not exceed ~~Twelve Hundred (1,200)~~ Twenty-five Hundred (2,500) square feet, shall be designed to match the main home, shall be of new construction and be constructed of substantially the same new materials as the main home, and must also be approved by the Committee prior to the start of construction.

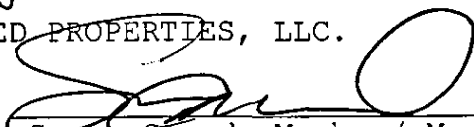
THIRD: Article 4 Section 4.8.4 shall be amended as follows:

4.8.4 Maximum building height and location will be approved by the Committee on a per case basis to minimize visual impact on the Development. Building height normally will be limited to one story. The maximum side wall height is ~~Fourteen (14)~~ Sixteen (16) feet.

Except as amended above and as amended in the First Amendment to Declaration of Covenants, Conditions and Restrictions for Hat Ranch 2 Subdivision, the Declaration shall remain unchanged and in full force and effect except as may be hereafter amended pursuant to the Declaration, as amended. Notice of this amendment shall be provided to every Owner of a Lot in the Development under Article 8.3 of the Declaration.

Dated this 15th day of August, 2016.

CREED PROPERTIES, LLC.

By: 

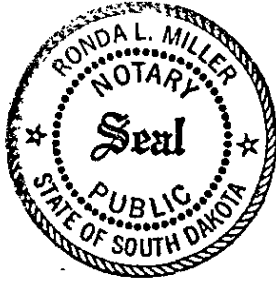
Scott Creed, Member/ Manager
PO Box 426
Spearfish, SD 57783

State of South Dakota)
) ss.
County of Butte)

On this 15th day of August, 2016, before me, the undersigned officer, personally appeared Scott Creed, who

acknowledged himself to be the Member/ Manager of Creed Properties, LLC, a Limited Liability Company, and that he, as such Member Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Member/Manager.

In Witness Whereof, I hereunto set my hand and official seal.



Ronda Miller
Notary Public

My Comm. Exp. 11-7-16