

Prepared By;
Rafter Properties, LLC
13167 Arapahoe Dr.,
Piedmont. SD 57769

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
(Residential)**

This Declaration is made this _____ day of _____, 2020, by Rafter Properties, LLC., a South Dakota limited liability company (hereinafter referred to as Developer), which is the fee Owner of the following described real property:

LOTS 1 THRU 34 INCLUSIVE, WELL LOT, TANK LOT AND DEDICATED PUBLIC RIGHT-OF-WAY FOR 139TH PLACE, 220TH STREET AND RIATA LOOP OF AR RANCH ESTATES, formerly known as;

Township 3 North, Range 7 East of the Black Hills Meridian, Meade County, South Dakota:
Section 16: S½SE¼

And by _____, the owners of the following described real property, to wit:

AR RANCH ESTATES; Lot _____, located in a portion of the S½SE¼ Section 16, T4N., R7E., B.H.M., Meade County, South Dakota,

WHEREAS, the Developer has formed (or shall form) a South Dakota non-profit corporation known as "AR Ranch Estates Homeowners Association, Inc." which will have the powers of enforcing the covenants, conditions and restrictions herein created.

Until such time as aforementioned Association has been formed, the Developer will have the powers of enforcing the covenants, conditions, and restrictions herein created;

NOW THEREFORE, the Developer does hereby declare that the following Declaration of Covenants. Conditions and Restrictions to run with the land and the above-described real property shall be held, sold, administered, maintained, transferred, occupied and conveyed subject to the easements, restrictions, covenants, conditions, and liens herein set forth, which covenants are designed for the purpose of keeping the property uniform and to ensure the highest and best residential development of such property. This Declaration shall constitute covenants to run with the land and shall be binding upon all parties having a right, title or interest in the above-described property, their heirs, successors, and assigns and shall ensure to the benefit of each owner thereof.

1. USE: The property shall be improved, used and occupied for residential purposes. Any commercial or business activity that is conducted on any portion of the property must be approved by the Developer and Home Owners Association.

2. CONSTRUCTION:

All construction shall be original or stick built, 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 (1,100) square feet on main level. "Barn-Dominiums" (a structured barn – house combination) may be permitted upon the prior approval of the developer. No mobile home or modular home shall be moved on to any lot from any other lot or from outside the subdivision.

All exterior construction must be completed within one year after being commenced, including construction of driveways, walks and lawns. Any driveway that blocks a roadway or drainage ditch must have a culvert installed of adequate size to allow passage of water to avoid erosion of the roads.

3. PETS AND OTHER ANIMALS: Except as hereinafter specified, no animals, equine, or livestock of any kind shall be raised, bred or kept on any lot. Dogs and cats may be kept, provided they are not kept, bred, or maintained for any commercial purpose. The number of dogs, cats, or other domestic animals kept shall be limited to three unless approved by the Association. One dog kennel run shall be allowed per lot(s). Dog kennel runs shall be a maximum of 120 square feet and shall be located in an inconspicuous place. All animals shall be confined to the property owner's lot.

4. STRUCTURES: The exterior surfaces of all structures shall be neutral or earth tone in color and include a minimum of 25% stone or brick on the front elevation. No pastel colors shall be allowed. Outbuildings shall have the same color scheme as and, except as provided in section 2 herein, be a separate structure than the principal residence. The provisions of Section 2 herein apply to the construction of all dwellings and outbuildings. An enclosed storage shed with a color scheme matching the principle residence and meeting the provisions of Section 2 shall be allowed. Prior to the construction of any residence, outbuilding, or installation of any fence or storage shed, the lot owner shall submit detailed plans concerning the proposed construction or installation to the Developer for approval. The Developer or its designee shall have 15 days from plan receipt in which to either approve, reject or suggest modifications.

5. FENCES: The lot owner shall have the responsibility to construct and maintain proper fences and appropriately confine all animals. The provisions of Section 2 herein apply to the construction of all fences. No 'cyclone' fence to be allowed. Chain link fence may be constructed so long as it is coated (not galvanized) and maximum height does not exceed 4ft, except as otherwise provided in para. 3 herein.

6. TEMPORARY STRUCTURES: No structure of a temporary character, including but not limited to basement, tent, trailer, shack, garage, bam or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, unless otherwise approved by the Developer.

7. SIGNS: Except as hereinafter specified, no sign of any kind shall be allowed to be erected upon any of the lots. One "For Sale" sign advertising the lot (or home) or lots (or homes) for sale, a driveway entrance sign approved by the Developer, and address signage approved by the Developer may be allowed on individual lots.

8. VEHICLES: No vehicles, including cars and trucks, shall be allowed to be placed upon any lot unless said vehicle is in running condition. No more than three (3) vehicles, in running condition, may be parked outside overnight. All other vehicles must be housed within a completely enclosed building structure. Provided, however, a motor home, travel trailer or similar recreational vehicle, that is in current operating condition and currently licensed and/or an operational boat on a trailer, or operational snowmobiles on a trailer, will be allowed in a parking area that is parallel with and within twenty-five feet (25') of the garage or outbuilding.

9. NOXIOUS WEEDS AND GRASS: No noxious weeds, as defined by South Dakota statutes, shall be allowed to grow on any of the lots. Grass within a fifty foot (50') radius of the principal residence must be kept mowed to a height of less than five inches (5") at all times in order to avoid a fire hazard.

10. SUBDIVISION OF LOT: No lot may be subdivided without the express written consent of the Developer and not so as to be in conflict with Meade County's Subdivision Ordinances or the County's Zoning Rules and Regulations.

11. NUISANCES; No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot within the development, nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the development or individuals residing or owning property therein.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No trash, garbage, rubbish or other waste shall be burned upon any lot. The lot owner shall provide their contractors, and subcontractors appropriate containers for trash and debris during their construction period.

13. **UNIMPROVED LOTS:** Owners of unimproved lots must keep them neat and clean in appearance.

14. **CONNECTION TO COMMUNITY WATER SYSTEM:** All lot owners shall receive water service from the central water system servicing the property (hookup fee shall be required). No individual water wells or systems shall be permitted, unless otherwise approved by the Developer.

15. **UTILITIES:** All utility lines constructed on any lot after these covenants are recorded with the Register of Deeds Office of Meade County, South Dakota shall be placed completely underground.

16. **MEMBERSHIP IN WATER ASSOCIATION:** Rafter Properties, LLC. or its successor or assignee, shall be the Owner of the central water system serving the individual lots, and water line distribution system. Each lot owner shall be responsible for maintenance of the service line to the improvements located upon the lot from the main line. Each lot owner shall enter into a standard water users agreement with Rafter Properties, LLC. or its successor, as provided in Exhibit A attached hereto and incorporated herein by this reference.

17. **MEMBERSHIP IN HOMEOWNERS ASSOCIATION:** A Homeowners Association to be known as AR Ranch Estates Homeowners Association, Inc., which shall be a non profit corporation organized under the laws of the State of South Dakota, may be formed at such time as thirty-three percent (33%) or more of the lots in Phase I, or any other Phases to which these Declaration of Covenants, Conditions and Restrictions have been annexed, have been transferred by Rafter Properties, LLC. to third parties. Each lot owner, by accepting title to a lot, agrees to become a member of the Association. Each lot shall have one vote concerning association members. The Homeowners Association shall have the right to assess fees for road maintenance and collect monies for covenants enforcement. The By-Laws of the Homeowners Association will provide that in the event any lot owner fails to pay the fees assessed by the Homeowners Association, the Homeowners Association shall have the right to place a lien upon the defaulting property owner's lot. Provided, however. this lien shall be subordinate to any first mortgage lien upon the defaulting property owner's lot. Prior to the organization of an Association, all lots that have been transferred to a third party by Rafter Properties, LLC. may be assessed a thirty-five dollar (\$35.00) monthly fee per lot for road maintenance and snow removal.

18. **ANNEXATION OF ADDITIONAL PROPERTY TO THESE COVENANTS:** The Developer reserves the right to plat additional phase(s) to AR Ranch Estates. The Developer may, but is not obligated to file a document with the Register of Deeds Office in Meade County entitled "Notice of Annexation of Declaration of Covenants, Conditions and Restrictions" which document shall provide that the real property located within such additional phase(s) shall also be subject to this Declaration of Covenants, Conditions and Restrictions the same as if said real property had been included within Phase I. Provided, however, nothing herein shall prevent the Developer from modifying in total or in part any of the Declaration of Covenants, Conditions and Restrictions pertaining to additional phase(s).

19. **ROAD DISTRICT:** Once formed, the Association shall be responsible for the maintenance of the roads within the subdivision and designated access roads to the subdivision. At such time as thirty three percent (33%) of the lots in phase I are sold, the Developer may file the documents required to form a road district.

20. **DESIGN COMMITTEE:** Upon a vote of 75% of the Association members, there shall be established by the Association a Design Committee to enforce these covenants and to administer these Covenants.

21. **AMENDMENTS OR CHANGES OF COVENANTS:** The conditions, restrictions, stipulations, and covenants contained herein. shall be in full force and effect and binding as aforesaid and shall not be waived, changed, abandoned, terminated or amended, except by an instrument duly acknowledged and recorded in the Register of Deeds Office of Meade County, South Dakota, and executed by seventy-five percent (75%) of the then owners of the lots within the above-described area and included within the boundaries of said subdivision, provided at least 90% of the lots to which these Declaration of Covenants Conditions and Restrictions have been annexed, have been transferred by Rafter Properties LLC to a third parties.

Likewise, any amendment or change to the Covenants as allowed by this paragraph shall be executed by seventy-five percent (75%) of the then owners of the lots in Phase I, Phase II and any other phase(s) to which these Declaration of Covenants. Conditions and Restrictions have been annexed.

22. **ENFORCEMENT:** If any person shall violate or threaten to violate any of the provisions of these covenants, any person or persons owning real property within the AR Ranch Estates and the AR Ranch Estates Homeowners Association. Inc. may enforce these covenants and restrictions and may institute proceedings at law or in equity to enforce the provisions of this declaration to restrain the person violating or threatening to violate and recover damages, actual and punitive, for such violation. If the Developer, the Association or any owner shall be successful in such proceedings, the offending owner shall also be liable to the plaintiff(s) in such action for all attorneys and expert witness fees, costs and expenses of suit.

23. **SEVERABILITY:** Invalidation of any of the provisions of this declaration by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this _____ day of _____ 2020.

Rafter Properties, LLC

By _____

Purchaser
