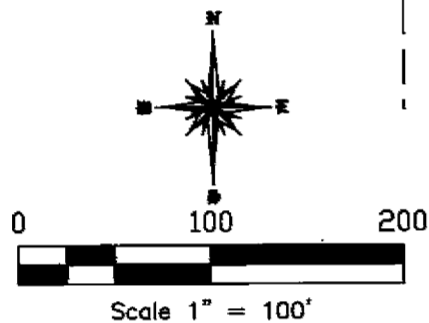


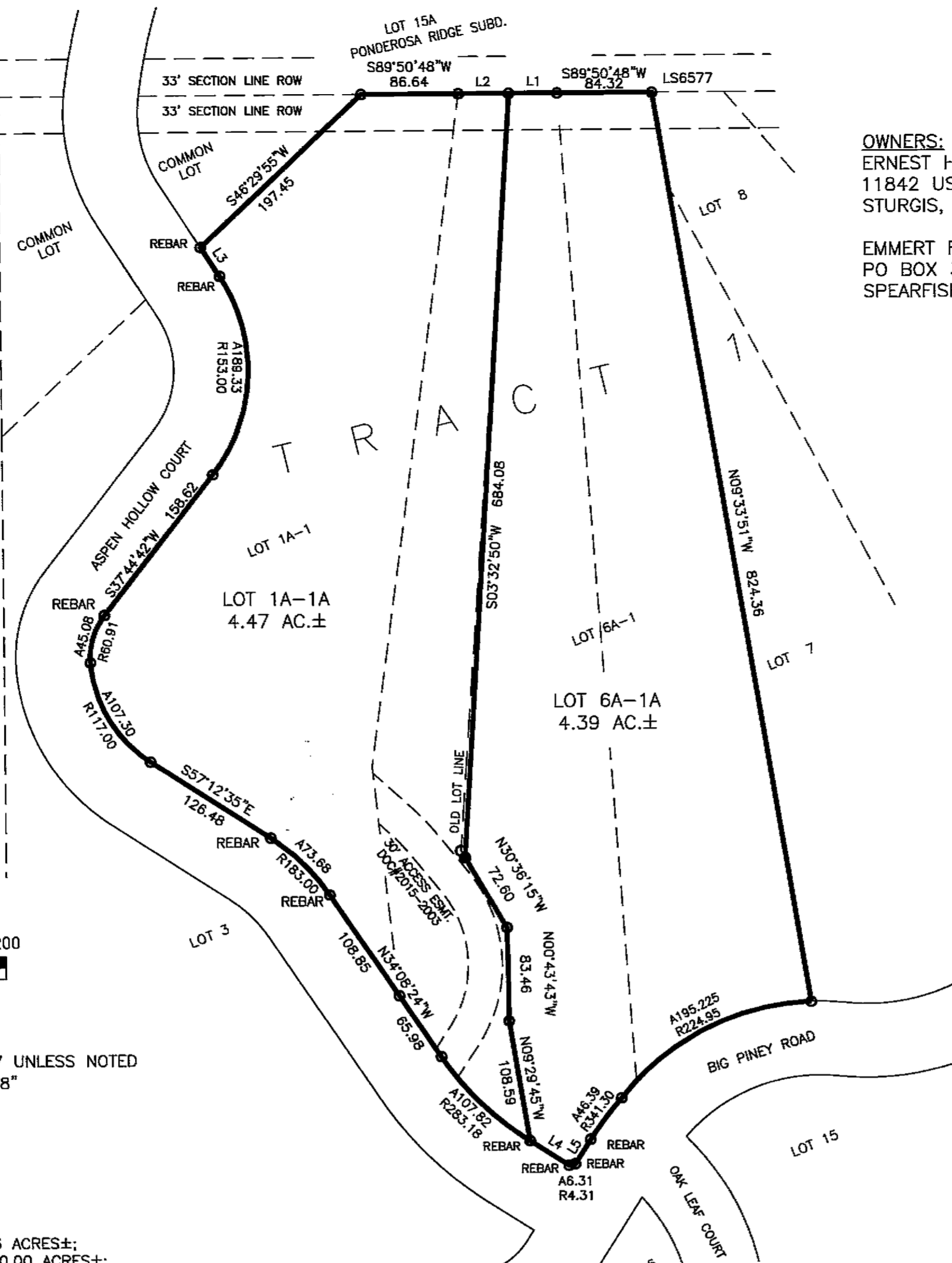
PLAT OF LOTS 1A-1A AND 6A-1A OF THE ESTATES AT PILLAR PEAK;  
 FORMERLY LOTS 1A-1 AND 6A-1 OF THE ESTATES AT PILLAR PEAK;  
 BEING A PART OF TRACT 1 OF THE ESTATES AT PILLAR PEAK,  
 LOCATED IN THE NE¼ AND THE N½SE¼ OF SECTION 20, THE W½NW¼ AND NW¼SW¼ OF SECTION 21,  
 ALL IN T5N, R4E, BHM, LAWRENCE COUNTY, SOUTH DAKOTA

LINE	BEARING	DISTANCE
L1	S89°50'48"W	42.90
L2	S89°50'48"W	44.54
L3	S33°09'17"E	30.84
L4	S57°34'45"E	40.99
L5	N32°25'15"E	25.64

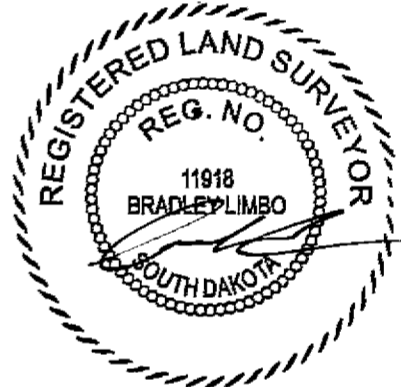


OWNERS:  
 ERNEST H. AND KIMBERLY K. RUPP  
 11842 US HWY 14A  
 STURGIS, SD 57785

EMMERT FAMILY SD TRUST  
 PO BOX 308  
 SPEARFISH, SD 57783



LEGEND:  
 ○ FOUND MONUMENT "LS3977 UNLESS NOTED  
 ● SET PIN AND CAP "LS11918"



- NOTES:
- PROPOSED LOT AREA = 8.86 ACRES±;  
 PROPOSED R-O-W AREA = 0.00 ACRES±;  
 AVERAGE DENSITY PER LOT = 8.86 ACRES±;  
 EASEMENTS INCLUDED IN LOT AREAS.
  - 10' MINOR DRAINAGE AND UTILITY EASEMENTS HEREBY CREATED ALONG THE INTERIOR OF ALL LOT LINES.
  - ZONING IS PF PER LAWRENCE CO. GIS ZONING MAP.
  - PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE, INCLUDING GROUNDWATER, LOCATED TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWERAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES RELATING TO SAME.
  - WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.
  - LOTS 1A-1 AND 6A-1 RECORDED IN PLAT DOC#2017-2694.

OWNER'S CERTIFICATE  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 I/WE, ERNEST H. AND KIMBERLY K. RUPP, DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT THIS PLAT WAS MADE AT MY/OUR REQUEST AND THAT I/WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER(S): Ernest H. Rupp and Kimberly K. Rupp  
 11842 US HWY 14A, STURGIS, SD 57785

ACKNOWLEDGMENT OF OWNER  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 ON THIS 27 DAY OF June, 2022  
 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Ernest H. Rupp and Kimberly K. Rupp  
 KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: January 14, 2028  
 NOTARY PUBLIC: Jessica L. Inl



OWNER'S CERTIFICATE  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 I/WE, Arlan Emmert Trustee of Emmert Family SD Trust DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT THIS PLAT WAS MADE AT MY/OUR REQUEST AND THAT I/WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER(S): Arlan Emmert  
 EMMERT FAMILY SD TRUST, PO BOX 308, SPEARFISH, SD 57783

ACKNOWLEDGMENT OF OWNER  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 ON THIS 27 DAY OF June, 2022  
 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Arlan Emmert  
 KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: January 14, 2028  
 NOTARY PUBLIC: Jessica L. Inl



PREPARED BY: SHEET 1 of 2  
**ALL ASPECTS INC.**  
 LAND SURVEYING  
 Project: AAI-22-008  
 Date: MAY 11, 2022  
 Rev:  
 Surveyed by: BJL  
 Prepared by: FD  
 All Aspects Inc.  
 444 Saint Joe St.  
 Spearfish SD 57783  
 805-490-2944  
 jimbo@saai@gmail.com

PLAT OF LOTS 1A-1A AND 6A-1A OF THE ESTATES AT PILLAR PEAK;  
 FORMERLY LOTS 1A-1 AND 6A-1 OF THE ESTATES AT PILLAR PEAK;  
 BEING A PART OF TRACT 1 OF THE ESTATES AT PILLAR PEAK,  
 LOCATED IN THE NE $\frac{1}{4}$  AND THE NW $\frac{1}{4}$ SE $\frac{1}{4}$  OF SECTION 20, THE W $\frac{1}{2}$ NW $\frac{1}{4}$  AND NW $\frac{1}{4}$ SW $\frac{1}{4}$  OF SECTION 21,  
 ALL IN T5N, R4E, BHM, LAWRENCE COUNTY, SOUTH DAKOTA

CERTIFICATE OF SURVEYOR

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 I, BRADLEY LIMBO, REGISTERED LAND SURVEYOR NO. 11918 IN THE  
 STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST  
 OF THE OWNER(S) LISTED HEREON I HAVE SURVEYED THAT TRACT OF  
 LAND SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE  
 WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY. EASEMENTS OR  
 RESTRICTIONS OF MISCELLANEOUS RECORD OR PRIVATE AGREEMENTS  
 THAT ARE NOT KNOWN TO ME ARE NOT SHOWN HEREON. IN WITNESS  
 WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL.




Bradley Limbo DATE: 06/01/22  
 BRADLEY LIMBO, LS11918

CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 I, Debra Tridle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2021 TAXES WHICH ARE LIENS UPON THE  
 HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 12 DAY OF July, 2022.

Debra Tridle  
 LAWRENCE COUNTY TREASURER



APPROVAL OF THE LAWRENCE COUNTY PLANNING COMMISSION


STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 THIS PLAT APPROVED BY THE LAWRENCE COUNTY PLANNING COMMISSION THIS 2 DAY OF JUNE, 2022.

SECRETARY: Wendy Sull  
 CHAIRMAN: Paul A. Goff

APPROVAL OF THE COUNTY AUDITOR

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 BE IT RESOLVED THAT THE LAWRENCE COUNTY BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE  
 SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 19 DAY  
 OF JUNE, 2022.

AUDITOR: David L. Decker  
 CHAIRMAN: Paul A. Goff



APPROVAL OF THIS FINAL PLAT SHALL EXPIRE WITHIN 120 DAYS AFTER CERTIFICATE OF APPROVAL IS SIGNED BY THE PLANNING DIRECTOR  
 OR THE COUNTY COMMISSION. ANY APPROVED FINAL PLAT NOT RECORDED WITHIN 120 DAYS IS NULL AND VOID. THIS PLAT WILL EXPIRE  
 ON THE 12<sup>th</sup> DAY OF Oct, 2022 AT 5:00 P.M.

CERTIFICATE STREET/ROAD AUTHORITY

APPROVAL OF THE ACCESS, IF ANY, TO AN ABUTTING POLITICAL SUBDIVISION HIGHWAY OR STREET:


HIGHWAY OR STREET AUTHORITY: Lawrence County Road Association Pillar Peak  
 PURSUANT TO SDCL §11-3-12, THE COUNTY/STATE SHALL NOT BE REQUIRED TO OPEN, IMPROVE, OR MAINTAIN ANY SUCH DEDICATED  
 RIGHT-OF-WAY, STREETS, ALLEYS, WAYS, COMMONS, OR OTHER PUBLIC GROUND SOLELY BY VIRTUE OF HAVING APPROVED A PLAT OR  
 HAVING PARTIALLY ACCEPTED ANY SUCH DEDICATION, DONATION OR GRANT.

NO CERTIFICATION, APPROVAL OR ENDORSEMENT CONTAINED HEREIN SHALL BE CONSTRUED AS ACCEPTANCE OF ANY PUBLIC  
 RIGHT-OF-WAY, DEDICATED STREET, ALLEY, OR ROAD DEPICTED OR DESCRIBED HEREIN, AS PART OF THE STATE OR LAWRENCE COUNTY  
 HIGHWAY SYSTEM.

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED  
 THIS 7<sup>th</sup> DAY OF June, 2022.


LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: Chancie Boenen



OFFICE OF THE REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 FILED FOR RECORD THIS 12 DAY OF July, 2022 AT 2:00 O'CLOCK, P.M., AND RECORDED IN DOC. # 2022-4409

David Hanon  
 LAWRENCE COUNTY REGISTER OF DEEDS



FEE: \$ 60.00

PREPARED BY:	SHEET 2 of 2
<b>ALL ASPECTS INC.</b> LAND SURVEYING	
Project: AAI-22-008	All Aspects Inc.
Date: MAY 11, 2022	444 Saint Joe St.
Rev:	Spearfish SD 57783
Surveyed by: BJL	605-490-2944
Prepared by: FD	limboplacai@gmail.com

**ORDER DECLARING  
PILLAR PEAK  
ROAD DISTRICT  
INCORPORATED**

**WHEREAS**, an election was held among the eligible voters in the Pillar Peak Road District to determine whether or not a County Road District should be incorporated.

**WHEREAS**, this vote was held on October 10, 2017.

**WHEREAS**, the vote has been cast and canvassed and a verified statement from the judges of the election has been received showing the whole number of ballots cast was Four (4), together with the number of Four (4) voting for and the number of Zero (0) voting against incorporation;


**WHEREAS**, The Territory organized as a district is as follows: Lots 1A-1, 3A, 4A, 5, 6A-1, 7, 8, 9A, 10, 12A, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 31, 34, Well Lot, Open Space Lot 1, Open Space Lot 2 and Open Space Lot 3, Tract 1A and the unplatted portion of Tract 1 of the Estates at Pillar Peak, Located in the NE1/4 of Section 20 and the W1/2NW1/4 of Section 21, all in T.5N., R.4E., B.H.M., Lawrence County, South Dakota

**WHEREAS**, the Board of County Commissioners are satisfied with the legality of such election.

**WHEREAS**, it appearing that a majority of the voters at the election have voted in favor of incorporation of such territory.

**NOW THEREFORE BE IT ORDAINED** by the Lawrence County Board of Commissioners that the Pillar Peak Road District is hereby incorporated pursuant to SDCL 31-12A.

**DATED** this 12<sup>th</sup> day of October, 2017.

  
Randall Rosenau, Chairperson  
Lawrence County Commission



  
Connie Atkinson, Auditor



Doc #: 2017-04793  
Date: 10/17/2017 11:20:00  
Sheree L. Green  
Register of Deeds  
Lawrence Co. - Fee \$0.00

Prepared by:  
Arlan C. Emmert  
P.O. Box 445  
Deadwood, SD 57732  
Phone: (605) 499-8053



Doc #: 2018-03302  
Date: 07/12/2018 10:06:00  
Sheree L. Green  
Register of Deeds  
Lawrence Co. - Fee \$30.00



**AMENDED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS FOR THE ESTATES AT PILLAR PEAK  
HOMEOWNERS ASSOCIATION**

**CONTENTS:**

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**ORDER OF PRECEDENCE:** In case of conflict the order of precedence is as follows:

1. Homeowners Association Bylaws
2. Article I through Article VIII in that order

Pillar Peak Road District Bylaws stand alone and are governed by State and County policies and procedures.

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR THE ESTATES AT PILLAR PEAK DEVELOPMENT is made and entered into this 8th day of JUL 20 18, by The Estates at Pillar Peak Homeowners Association, Inc., with a mailing address at PO Box 445, Deadwood, SD 57732, hereinafter referred to as "The Association"**

Doc #: 2018-03302  
Page 1 of 40

**WHEREAS, Pillar Peak, LLC (the original "Declarant" for these Covenants, Conditions, Restrictions and Reservations) no longer has legal interest in The Estates at Pillar Peak Development,**

**WHEREAS, The Association now has complete legal authority and jurisdiction over these Covenants, Conditions, Restrictions and Reservations,**

**WHEREAS, The Association intends to amend the Covenants, Conditions, Restrictions, and Reservations upon the Development previously recorded with the Lawrence County Register of Deeds as Document # 2010-01435**

**NOW THEREFORE, the Association does hereby amend said covenants as follows:**

**ARTICLE I**  
**PROPERTY SUBJECT TO DECLARATION**

**SECTION 1. General Declaration. The legal description of the property subject to this Declaration is as follows:**

**LOTS 1A-1, 3A, 4A, 5, 6A-1, 7, 8, 9A, 10,12A,13,14,15,16,17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,33, 34, WELL LOT, OPEN SPACE LOT 1, OPEN SPACE LOT 2, AND OPEN SPACE LOT 3 OF THE ESTATES AT PILLAR PEAK LOCATED IN THE NE ¼ OF SECTION 20 AND THE W ½ NW ¼ OF SECTION 21 ALL IN T.5N, R.4E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA.**

**ARTICLE II**  
**DEFINITIONS**

**SECTION 1. Définitions. The following words, phrases, or terms used in this Declaration shall have the following meanings unless a contrary intent is clearly evident:**

- a) Accessory Building: Detached garages, patios, swimming pools, sheds, dressing rooms for swimming pools, separate guest houses without kitchen, separate servants' quarters without kitchen and other buildings customarily used in connection with the single-family residence**

*ACE*

- b) **Articles:** The Articles of Incorporation of The Estates at Pillar Peak Homeowners Association, Inc.
- c) **Assessment:** A charge levied and assessed as either a general or special assessment against any lot for the promotion of recreation, health, safety, and welfare of the residents of the The Estates at Pillar Peak Development as established by the Homeowners Association's Board of Directors
- d) **Association:** The Estates at Pillar Peak Homeowners Association, Inc.
- e) **Board or Board of Directors:** The Board of Directors of The Estates at Pillar Peak Homeowners Association, Inc.
- f) **Building Site:** A lot as established by the recorded plat or the combination of two or more lots or portions thereof as approved by The Association and aggregating not less than two acres
- g) **Bylaws:** The Bylaws of The Estates at Pillar Peak Homeowners Association
- h) **Cost of Collection:** All expenses and charges incurred, including attorney's fees
- i) **Covenants:** The Covenants, Conditions, Restrictions and Reservations set forth in this Declaration
- j) **Declaration:** This Declaration of Covenants, Conditions, Restrictions, and Reservations for land within The Estates at Pillar Peak Development
- k) **Deed:** A deed or other instrument conveying title to a lot
- l) **Lot:** Any area subdivided on the plat recorded and approved by The Association
- m) **Lot Lines:** Front, side and rear lot lines shall be the same as defined in the zoning regulations of Lawrence County, South Dakota, in effect from time to time. In the absence of such a definition a front lot line is each boundary line (whether one or more) between the lot and any public street. A side lot line is any boundary line which meets and forms an angle with a public street except that for a corner lot with two front lot lines, the side lot line is the boundary which forms an angle with the street which affords the principal access to the lot.
- n) **Member:** Any person or organization owning a lot
- o) **Owner:** Shall mean the record holder(s) of title in any lot
- p) **Road District:** The Pillar Peak Road District, Inc.
- q) **Single Family:** a group of one or more persons living together as a family unit
- r) **Structure:** Any building. By way of illustration and not by limitation, any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall or outdoor lighting. Structure shall also mean any excavation, fill, ditch, diversion,

dam which affects or alters the natural flow of surface waters upon or across any lot.

- s) **The Subdivision:** The area subdivided as The Estates at Pillar Peak with the legal description contained in Article I above
- t) **Pillar Peak Road District, Inc.:** The road district created for The Estates at Pillar Peak Development and adjacent property pursuant to the provisions of SDCL 31-12A, et seq incorporated in the state of South Dakota, October 19, 2017
- u) **Visible from Neighboring Property:** With respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of such neighboring property
- v) **Water System:** The Community Water System owned and administered by The Estates at Pillar Peak Homeowners Association, Inc.

### **ARTICLE III RESTRICTIVE COVENANTS**

**SECTION 1. Access Drive.** Each lot shall be accessed by a private or shared driveway constructed with proper drainage and culverts. All private driveways which cross a ditch, borrow pit or roadway within the Development and which would obstruct the flow of water through said ditch or borrow pit; must have a culvert installed in the ditch prior to the construction of the driveway. Such culvert shall be a minimum of 12 inches in diameter (unless otherwise approved by the Architectural Control Committee) and the cost thereof shall be borne by the Owner.

**SECTION 2. Animals.** No more than a total of four (4) of any combination of dogs and cats for household enjoyment, not for commercial purpose, shall be allowed. No horses, bovine, buffalo, exotic animals (llama, etc.), poultry, or swine of any kind shall be raised, bred or kept on any lot. No commercial kenneling of pets is permitted on any lot. All animals are to be restrained or fenced. Fencing shall not be of the chain link or cyclone type.

**SECTION 3. Antennae.** All antennae for reception of radio or television or other electronic signals shall be maintained so as not to be visible from neighboring property and shall be as inconspicuous as possible from adjacent streets. Antennae locations are subject to approval by the Architectural Control Committee.

*ACE*

**SECTION 4. Approval and Conformity.** No residence, building, fence, storage shed, pool, spa, or other structure or improvement of any type shall be commenced, erected, or maintained except in compliance with plans and specifications approved in writing by the Architectural Control Committee.

At the time of submitting construction plans to the Architectural Control Committee for review and approval the Owner shall also submit a site plan at 1" = 20' which shall show the location of all roads, structures, buildings, septic tanks, and other proposed and existing improvements.

**SECTION 5. Building Setbacks.** Except with written approval of the Association, no building, porch eave, overhang, projection or other part of a building shall be located within twenty-five (25) feet of any lot line (front, rear or side). Such approval may be given only for (a) fireplace projections integral with the building, (b) eaves and overhangs, (c) construction which extends less than five (5) feet into the setback area and which the Architectural Control Committee determines to have only minor impact, and to be in the interest of superior design. All construction must conform to the building code, zoning and subdivision regulations of Lawrence County.

**SECTION 6. Changes in Construction.** All exterior changes or additions to the approved plans before, during or after construction shall be approved in writing by the Architectural Control Committee prior to the changes or additions being implemented.

**SECTION 7. Continuity of Construction.** The exterior of all structures started in the Development shall be completed within 12 months of commencement of construction unless the Architectural Control Committee grants an extension.

**SECTION 8. Dwelling.** All construction shall be new construction, shall be on a permanent foundation, and shall be restricted to family or residential type dwellings with attached or detached garages. No dwelling shall be constructed, erected or maintained without a finished floor area of at least 1500 square feet.

No dwelling shall be more than two stories in height. Except with the prior permission of the Architectural Control Committee, accessory buildings and other structures shall not be more than one (1) story in height. No one-story structure, including one-story dwellings, shall be more than twenty-eight feet (28') in height and no two-story structure shall be more than forty feet (40') in height. Height shall be measured from the highest original ground contour at any point adjoining the foundation perimeter of the structure to the highest point on the structure exclusive of standard chimneys. Original ground contour shall

ACC



mean the ground contour established during development of the lots and existing immediately prior to commencement of construction of any dwelling or other structure.

All dwellings shall have a minimum of a two-car garage either attached or detached to the dwelling which shall be finished on the exterior in the same manner as the dwelling. All garages are to be built within the same time frame as the home construction.

All un-faced visible surfaces on concrete masonry or concrete foundation walls and piers shall blend unobtrusively with adjacent materials. Surfaces of more than 24 inches in height may not be painted or mortar finish washed, but must receive a stucco, rock, stone, or brick finish.

No houses shall be moved onto any lot from any other location. No mobile or prefabricated homes are permitted. Homes constructed of pre-fabricated wall and roof sections are allowed.

All structures must be built with fire resistant materials and comply with the latest editions of the local, state, and national building codes, rules and regulations including, but not limited to the following”

Uniform Building Code (UBC)  
United States Fire Administration (USFA)  
National Electrical Code Association (NECA)  
South Dakota State Plumbing Code

All tanks (gas, propane, heating, fuel oil, etc.) must be sufficiently screened to conceal them from the view of neighboring lots and roads.

**SECTION 9. Easements.** Easements for installation and maintenance of utilities, public or private, including water, electric, gas, cable, and telephone are reserved within a 20-foot strip adjacent to all lot lines. Special easements may also exist for access to individual lots as described in the deed for the lot. Emergency egress easements are described in Article VIII, Fire Protection Plan.

Within all such easements, whether public or private, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, access to individual lots, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be

maintained continuously by the lot Owner, except for those improvements for which a public authority or utility company is responsible.

**SECTION 10. Exterior Colors.** The color of exterior materials must be subtle and tasteful to blend with the environment. Earth tones are required. Extreme contrast in color of paints, stains and masonry are discouraged. Roofing materials must be of darker tones. All color schemes must be approved in writing by the Architectural Control Committee. Wood shakes are expressly prohibited.

**SECTION 11. Fences.** The construction of any type of fence must have the prior written approval of the Architectural Control Committee. Chain link or cyclone type fencing is not allowed.

**SECTION 12. Firearms.** No firearms, fire crackers or other fireworks or explosive devices shall be discharged within the Development.

**SECTION 13. Outdoor Fireplaces and Fires.** No outdoor fireplaces, incinerators, open fire pits, or related structures or devices shall be operated except as permitted by applicable State and Federal laws.

**SECTION 14. Garbage and Trash.** No garbage or trash shall be maintained on any lot so as to be visible from neighboring property or any road. All garbage and trash shall be placed in tightly closed cans of the type normally used in this locality and shall be removed at least once every seven days. No garbage or trash containers shall be left visible from the street for more than eight hours after the weekly trash pickup. Enclosures for garbage and trash containers may be provided near the curb but out of the road right of way. All such enclosures must be of substantial and attractive construction and are subject to approval by the Architectural Control Committee.

**SECTION 15. Gardens.** Gardens for domestic consumption only will be permitted. All gardens shall be set back at least 30 feet from any lot line.

**SECTION 16. Hunting.** Hunting is not allowed in the Development. No skinning, butchering, or cleaning of animals may take place within public view.

**SECTION 17. Landscaping.** All landscaping must be completed within six months after substantial completion of a dwelling. All plants used in landscaping shall consider water usage and good water conservation.

**SECTION 18. Logging.** Living trees on a lot may not be thinned or removed in any area except to the extent necessary for residential and road

construction or to enhance views. Trees shall be removed or thinned in accordance with applicable fire protection plans.

**SECTION 19. Lot Size.** No lot shall be subdivided. Two or more adjacent lots may be combined into one lot and conveyed as one lot.

**SECTION 20. Lot Restrictions.** No more than one single family dwelling may be constructed on any lot.

**SECTION 21. Mining.** No mining as defined by State of South Dakota law is allowed within the Development.

**SECTION 22. Nuisances.** No Owner shall permit anything to be done or kept on their lot which will obstruct or interfere with the rights of other Owners. No Owner may permit any illegal conduct on the lot.

**SECTION 23. Outdoor Storage.** No material, firewood, automotive accessories, equipment or other items shall be stored between the dwelling and garage and the road fronting the property.

**SECTION 24. Commercial Use.** No dwelling shall be used for commercial use of any kind. Owners may rent their homes, not exceeding one hundred and twenty (120) days per year. Owners who chose to rent their homes (as vacation homes or other) shall retain a property manager who is available 24 hours a day, 365 days per year to respond on site within one hour to any and all issues related to persons renting their home, when called upon by a member of the Board or its designated agent. Contact information for the property manager must be submitted to the Board of Directors before the home is rented and must be kept current at all times. Owners may act as the "property manager" provided they or their representative can and will respond on site within one hour as described above.

**SECTION 25. Parking.** No parking is allowed on any subdivision roads.

**SECTION 26. Emergency Egress.** There are two emergency exits from the development as described in the Fire Protection Plan, Article VIII, Section 1.

**SECTION 27. Road Paving.** All public access roads in the Development are currently paved. Maintenance, patching and repaving is the responsibility of the Pillar Peak Road District as described in the attached Road District bylaws.

*ACE*

**SECTION 28. Safe Conditions.** Owners shall maintain their lot in a safe, sound and sanitary condition at all times. Owners shall refrain from any activity which might interfere with the health or safety of other Owners or their guests.

**SECTION 29. Sewage Disposal Systems.** Only engineered sewage disposal systems are permitted in the Development. Systems shall conform to all applicable laws of the State of South Dakota and Lawrence County as well as applicable zoning and health requirements otherwise imposed by any governmental agency with authority over the Development. All septic tanks must be pumped at least once every three years and evidence of the pumping must be provided to the Board of Directors when requested.

**SECTION 30. Signs.** No signs, billboards, or other advertising structures of any kind shall be erected, constructed or maintained on any lot for any purpose whatsoever except for identification of a residence, road, speed limit, direction or sale provided the same complies with the Lawrence County Ordinances. Signs may be directive or informative and shall not be more than eight square feet in area. Signs erected by the Association are exempt. "For Sale" signs must be removed the day of the sale closing.

**SECTION 31. Temporary Structures.** No trailer, mobile home, motor home, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding shall be placed on any lot for use as a residence.

**SECTION 32. Utilities.** Electrical and telephone service lines are located near the property line. The extension of services from these locations to the residence is the responsibility of the Owner. All extension of utility lines shall be placed underground. No utility extensions shall be undertaken without notification and written approval by the Board.

**SECTION 33. Vehicles.** No more than two motor vehicles, trailers or other type of motorized vehicles, not in normal daily use, may be kept on the exterior of a lot. All vehicles, not in normal daily use, must be hidden from view from other lots and the street. Vehicles shall at no time be parked on any lawn or forested area.

**SECTION 34. Weed Control.** The Association has the responsibility for control and elimination of weeds and noxious plants within road rights-of-way and green spaces owned by the Association. All other weed control is the responsibility of the Owners on their lots. Weed control and weed control products shall be in accordance with appropriate State and Federal laws.

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The Development is subject to an annual weed inspection by the Lawrence County Invasive Species Board. The Association and all the Owners must follow the recommendation of the Invasive Species Board. If an Owner's property requires weed control and the Owner fails to comply after written notice from the Board and/or the County, the Association shall have the right to enter the premises to implement the County recommendations and bill the cost to the Owner.

**SECTION 35. Fire Protection Plan.** All Owners shall comply with The Estates at Pillar Peak Fire Protection Plan (Article VIII).

**SECTION 36. All-Terrain Vehicles.** No ATV's, 4x4's, three wheelers, or any other all-terrain vehicle shall be driven on the Development's roads unless it is properly licensed for on road use. Unlicensed ATV's may be used on a limited basis on private property for such things as snow removal or lawn mowing, etc. No ATV's may be used on green zone property or commonly owned land.

**SECTION 37. Driveway Surfaces.** The surface of all private driveways shall be the same as or comparable to the surface construction of the roadways in the Pillar Peak Road District.

**SECTION 38. Leases.** Any leaser of property within the Development shall comply with the covenants, conditions, restrictions and reservations as described herein.

**SECTION 39. Exterior Lighting.** All exterior lights shall be consistent with harmonious development and the prevention of lighting nuisances to other lots. While it is accepted that some exterior lighting is necessary for safety and security, lights that shine directly or reflect onto or into neighboring property are not permitted. In addition, lighting that creates "sky glow" around your property is incompatible with the overall ambiance of the development and is not allowed. All exterior lighting shall include dimmer switches to allow for easy modulation and regulation. Owners who cannot resolve lighting issues directly with their neighbors should submit their concerns to the Architectural Control Committee for resolution. The Architectural Control Committee may, at its discretion, challenge the degree and direction of exterior lighting on any property and require modifications by the owner.

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**ARTICLE IV**  
**COMMUNITY WATER SYSTEM**

**SECTION 1. Ownership of System.** The Community Water System providing potable water to each residential lot is owned, operated and maintained by The Estates at Pillar Peak Homeowners Association.

**SECTION 2. Administration.** The Board of Directors shall be responsible for the regulation and administration of the water system and shall endeavor to make available to each residence an adequate supply of water under such pressure as necessary for ordinary household and domestic purposes. The Board may, from time to time, develop such rules and regulations for the utilization of the water system to maximize the capabilities of the existing water storage and distribution system to supply water for firefighting purposes. The Board may, at its discretion, adopt policies or regulations governing the amount of water which may be used for lawn watering, garden irrigation, or other uses.

**SECTION 3. Annual Assessment.** The Board of Directors shall determine the manner and amount of any annual assessment to be imposed upon each lot for the maintenance and operation of the water system. In addition, the Board shall determine the amount of any fees to be charged each lot based on water usage. Annual assessments are included in the assessment described in Article VIII of the HOA Bylaws attached hereto and are due and payable in accordance with the Bylaws.

**SECTION 4. Individual Meters and Usage Fees.** Each lot shall install a meter of a size and type approved by the Board of Directors to measure the amount of water delivered to the lot. All meters shall have external readout allowing the Association or its representative to read the meter without entering the home. Over and above the annual assessment, Owners may be billed for water usage at a rate to be determined by the Board. Payment of the water bill shall be due and payable within 30 days after receipt of the invoice.

**SECTION 5. Failure to Pay Assessments and Usage Fees.** Failure to pay assessments and usage fees as determined above may, at the sole discretion of the Board of Directors, result in disconnection of the lot from the system. The cost of any disconnection and subsequent reconnection will be borne by the Owner.

**SECTION 6. Distribution System.** The Association shall be responsible for maintenance of the main water distribution system up to each individual lot line. Each lot shall install and maintain the service line, curb box, shut-off and

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connections from the main distribution line to the rest of the lot. The lot Owner is liable for any costs associated with the service line located on their lot.

**SECTION 7. Water Conservation.** Each lot Owner shall make every effort to conserve water. Further, each lot Owner shall abide by the policies and regulations established from time to time by the Board regarding the use of water. The Board shall have the authority to restrict the amount of water that each lot Owner may use if the water supply becomes impaired or critical for any reason.

**SECTION 8. Service Line Connections.** No service line shall be installed by any lot Owner exceeding one inch in diameter without prior written consent of the Board of Directors. The service line shall not be connected to the main line unless a representative of the Association is present to inspect the connection. All new service line connections will be charged a one-time connection fee of \$2,000 which will be held in a fund for future repairs and improvements to the system.

**SECTION 9. Changes to the System.** The Association reserves the right to make changes to the system as necessary to maintain the quality and quantity of the supply to all lots. Changes will be accomplished with as little interruption of service as is reasonably possible.

**SECTION 10. No Private Ownership.** No Owner shall have any Ownership in the Community Water System beyond membership interest in the Association. The Association shall be responsible for all expenses connected with the operation, repair and maintenance of the system.

- **SECTION 11. Non-liability of Association.** Nothing herein shall be construed to impose any liability upon the Association for any interruption in the water supply for any reason including, but not limited to Acts of God, mechanical or structural failure, electrical outage, line breakage, faulty construction, lowering water table, well contamination, low storage tank level, or any other event or condition which might interrupt the supply. It is specifically acknowledged and understood that the volume of water available in the Community Water System may not be sufficient to effectively suppress fires which may occur within the Development. Auxiliary water supply in the form of pumper trucks and aircraft may be required.

**SECTION 12. Right of Entry.** The Association shall have the right to enter upon any lot for purposes of construction, maintenance, and operation of the

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water system. The Association shall exercise reasonable care to preserve aesthetic values during and after construction and will take all reasonable care to preserve landscaping and other improvements on private property.

**ARTICLE V**  
**ARCHITECTURAL CONTROL COMMITTEE**

**SECTION 1. Membership.** There shall be three members on the Architectural Control Committee nominated and elected at the Annual Meeting of the Association by a majority of those attending. Members shall be lot Owners and shall serve for two years at which time a new election will be held. Members may be elected for multiple terms.

**SECTION 2. Authority and Responsibilities.** The committee has rights and powers of granting or withholding approval, permission or consent and other functions, right, powers and responsibilities as described in this Declaration. The Homeowners Association shall delegate design and compliance issues to the Architectural Control Committee.

The Architectural Control Committee may delegate to one of its members any or all the functions and powers of the committee and until such delegation is revoked or modified the action of the member to whom such delegation is made shall constitute the action of the committee for the purposes of these Covenants.

The committee may take action without a meeting by a written statement signed by the members of the committee.

The Architectural Control Committee may, from time to time, develop policies for allowable architecture within the Development. These policies may cover, but not be limited to, building materials, exterior facing, roofing materials, colors, paving, etc. The Committee shall not recommend a material or color which is in direct violation of these covenants, restrictions, by-laws or fire protection plan.

**SECTION 3. Officers and Agents Excused from Liability.** The Board of Directors of the Homeowners Association and their agents, and the members of the Architectural Control Committee shall not be liable for any action or decision unless that act or decision is in bad faith.

**SECTION 4. Violations.** The Board of Directors or the Architectural Control Committee may give notice of a violation to an Owner stating the nature of the violation, and the measures required to correct said violation. If the

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violation is not corrected as required, the Board of Directors or Architectural Control Committee may cause the violation to be corrected and assess the cost to the Owner. Entry onto any lot necessary to correct the violation shall not be deemed a trespass. The cost so incurred including reasonable attorney's fees to correct the violation shall be paid by the lot Owner within thirty (30) days. If not paid within thirty days, said cost shall accrue interest at the rate of 12% per annum. Any unpaid cost of enforcement or correction shall become a lien on the property. These remedies shall not limit the right of any lot Owner to enforce the Covenants.

## **ARTICLE VI COVENANTS FOR ASSESSMENT**

**SECTION 1. Determination by the Board.** It is the duty of the Board of Directors to determine the amount of the general assessment for each lot as defined in Article II, Section 1(C). General assessments are due and payable on dates specified by the Board. The Board shall make reasonable efforts to determine the amount of the general assessment and to give written notice of the assessment for each lot to the Owner with due dates of periodic installments to be paid. The Board shall maintain a roster of the lots and the general assessments due and shall make the roster available for inspection by any Owner upon request. Assessments may be collected on a monthly, quarterly, semi-annual or annual basis at the discretion of the Board.

**SECTION 2. Owner Responsibilities.** Each Owner, whether or not it is expressed in any deed or document of conveyance, agrees to pay to the Association general assessments or charge levied on a monthly, quarterly, or annual basis and special assessments or charges to be fixed, established, and collected from time to time as hereinafter provided. The general assessments, together with costs of collection, shall be a charge on each lot subject to assessment and shall be a continuing lien against the lot upon which such assessment is made. Each assessment, together with interest thereon and costs of collection, in addition to becoming a lien against each lot shall also be a joint and several personal obligation of the person, group of persons, or entity who was the Owner of such lot at the time when the assessment became due and payable or who acquired Ownership thereafter.

**SECTION 3. Purpose of Assessments.** General and special assessments shall be used to promote the welfare and safety, and to protect the investment of the Owners and residents of the Development. Assessments shall be used for, but not be limited to, the following purposes:

- a) General operating expenses of the Association, including the operation of the Community Water System
- b) Management and administration of the Association, including the Community Water System
- c) Sales and use taxes and property taxes levied upon real property owned by the Association
- d) General Liability insurance including insurance on the Community Water System
- e) Officers and Directors liability insurance
- f) Reserves, including reserves for the Community Water System
- g) Improvements, including improvements to the Community Water System
- h) Maintenance, including maintenance of the Community Water System

**SECTION 4. General Assessment.** The general assessment for each lot shall begin on the first day of the month following the date of purchase or date of contract for deed of the lot by the Owner. Any assessment shall be pro-rated for the balance of the applicable assessment period. Payment is due and payable within 30 days of receipt of invoice from the Association.

**SECTION 5. Special Assessments.** Special assessments are in addition to the general assessments and may be imposed by the Board for capital improvements or capital replacements. Special assessments shall only be levied by a resolution approved by two-thirds (2/3) of the property Owners present or represented by proxy at an annual business meeting or at a special meeting called for that purpose. Any special assessment shall be on a per lot basis only; i.e. all lots must be assessed the same amount.

**SECTION 6. Reserves.** The Board may establish a reserve fund for replacements and for general operating expenses. Such fund or funds shall be deemed a common expense of the Association and shall be deposited in FDIC insured accounts as established by the Board. The reserve for replacements may be used only for improvements on the property or replacement of improvements or for operating contingencies of a non-recurring nature. The proportionate interest of any lot Owner in any reserve shall be considered an appurtenance to the lot and shall not be separated from the lot to which it appertains and shall be deemed to be transferred with the lot.

The Board shall prepare and publish annually a one-year budget and five-year plan showing planned expenditures by the Association and bank balances by account. Budgets and plans are subject to review and approval by two-thirds (2/3) of the Owners present at the annual business meeting.

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**SECTION 7. Notice of Payment Status.** The Board shall, upon request at any reasonable time, furnish to any lot Owner liable for assessment, a certificate signed by an officer or other authorized agent of the Board stating whether any such assessment, general and/or special, is paid or unpaid. A charge may be levied for each certificate issued.

**SECTION 8. Breach of Payment.** Any general or special assessment, including assessments levied by the Pillar Peak Road District, and assessments levied for water service not paid on or before the date due shall be deemed delinquent and shall accrue interest at 12% per annum. Delinquent payments including the cost of collection shall become a lien on the lot. The assessment shall be binding upon each lot Owner, their heirs, devisees, personal representatives, and assigns. The obligation of an Owner to pay shall remain theirs until paid.

## **ARTICLE VII GENERAL**

**SECTION 1. Administration.** Covenants shall be administered by the Board of Directors. The Board is empowered and has the right to implement, provide, perform and enforce any and all of the following within the Development:

- a) All the provisions in this Declaration of Restrictive Covenants, the Articles of Incorporation, and the By-Laws of The Estates at Pillar Peak Homeowners Association, Inc.
- b) Reasonable rules and regulations with which Owners, their families, guests and visitors shall comply
- c) Penalties for violations of rules, regulations and failure to pay assessments
- d) Any construction, improvements and maintenance to Association property that the Board deems necessary and appropriate
- e) Contract with third parties for necessary services
- f) Purchase or lease of any equipment necessary for construction, maintenance or improvements

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- g) The amount, payment period and payment schedule of assessments levied pursuant to these covenants

**SECTION 2. Duration and Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors, and assigns. This Declaration may be amended at any time, except where permanent easements or other permanent rights of interest are created, by an instrument signed by the present Owners of two-thirds (2/3) of the lots. Alternatively, this Declaration may be amended by a two-thirds (2/3) vote of the present Owners at an Annual Meeting or other meeting called for the purpose of amending this declaration, provided at least two-thirds of the current Owners are in attendance at the meeting or are represented by proxy. No such amendment shall be effective unless written notice of the proposed amendment is sent to every Owner 30 days prior to action being taken on the proposed amendment.

**SECTION 3. Notices.** Any notice required to be sent to any Owner of a lot or any first mortgagee, shall be deemed to have been given when mailed by first class mail to the Owner or mortgagee at the address appearing on the records of the Association at the time of the mailing. It shall be the duty of each Owner to provide written notice of addresses or changes of address to the Association.

**SECTION 4. Enforcement.** If any person violates any of the covenants, the Association or any lot Owner may initiate proceedings to enforce the covenants and recover such damages as are appropriate.

If an assessment is not paid within 30 days after the due date, the Association may bring action against the Owner. The Association may also foreclose a lien against the lot in the amount provided by law. In either event, the Association shall recover from the Owner or out of the proceeds of a foreclosure, accrued interest and costs of collection including, but not limited to, reasonable attorney's fees. No Owner may waive or otherwise escape liability for assessments provided for in the Declaration by non-use or abandonment of his lot.

All unpaid assessments are a lien on said lot.

Invalidation of any of the covenants by court order shall not invalidate any of the remaining covenants.

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**SECTION 5. Binding Effect and Compliance.** Each Owner, the Owner's heirs and assigns, or any person acquiring any rights or privileges therefrom shall be fully bound by and shall comply with the provisions of this Declaration, by the Bylaws and Articles, decisions and resolutions of the Board or their authorized agent.

**ARTICLE VIII  
FIRE PROTECTION PLAN**

**SECTION 1. Ingress and Egress.**

- Primary access to the Development will be from Pillar Peak Place to Aspen Hollow Ct. and the dedicated public road through the Estates at Pillar Peak subdivision.
- Emergency exits will be provided to the west and east as identified as such on the plat and listed herein. The emergency egress route to the west is 66 feet wide and located through the cul-de-sac between Lots 3A and 4A. The emergency egress route to the east is 24 feet wide and straddles the line between Lots 24 and 25.
- All primary roads will be initially built as a gravel road, the final road surface shall be asphalt; both road types will be constructed to Lawrence County specifications.
- Lot Owners shall construct driveways with a minimum 12-foot wide gravel surface and a minimum 15-foot vertical clearance.
- Any gates on lot Owners driveways will be 30 feet back from the primary main road to allow fire equipment room to pull off the road and park.

**SECTION 2. Water Storage.**

- Water for the development is provided by a well.
- Storage is in a 30,000 gallon above ground tank.
- Tank level is automatically controlled to maintain approximately 25,000 gallons in storage depending on the time of day and rate of usage.

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### **SECTION 3. Hydrants.**

- Hydrants are provided on the 6" main at approximately 500-foot intervals.
- When a hydrant is in use, pressure in the 6" main will be maintained by a 15 HP pump in the pump house. Water will be supplied until the storage tank is drawn down to a minimum level at which time the pump will disconnect.

### **SECTION 4. Tree Thinning.**

- Tree thinning has been accomplished to maintain a fire break at the 66-foot-wide road rights-of-way. No trees shall be planted within these rights-of-way.
- Material resulting from removal of dead trees or thinning in preparation for construction shall be disposed of off-site or burned in authorized burn piles licensed by Lawrence County. No burn piles or debris from downed trees shall be left in place more than 12 months.
- Chipping of material and scattering on site is permitted provided it is not piled up and does not detract from the appearance of the lot.

### **SECTION 5. Maintenance.**

- Lot Owners shall continue to maintain their lots to reduce excess fuels and keep the tree canopy open. Firebreaks shall be maintained on the road rights-of-way and around structures.
- Owners adjacent to designated emergency escape routes must keep the routes open at all times. No structures may be built in the escape routes. Escape routes must be kept free of vehicles, sheds, debris and obstructions of any kind.
- If emergency escape routes are not kept free of debris and excess fuel the HOA shall have the right to enter the owner's property for purposes of maintaining a clear path.
- Maintenance of the Community Water System is the responsibility of the Association as described in Article IV above.

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## **SECTION 6. Defensible Space and Building Standards.**

- Lot Owners shall maintain an area of defensible space by a process of continuous thinning of trees and brush as recommended by the South Dakota Department of Agriculture, Wild Fire Safety Guidelines.
- When feasible, lot Owners shall refer to the Urban/Wildland Interface Code for the construction of any structures. Specifically, lot Owners shall construct roofs and overhanging eave soffits with non-combustible material; i.e. no wood shingles. Glass shall be tempered and/or double pane especially on the downhill side. Vents shall be made of metal screening of ¼ inch or smaller.
- Living trees naturally existing upon a lot shall not be cut down or removed except to the extent necessary for construction purposes or to improve views.
- All homes are to be built of fire resistant materials.
- Flat roof homes where leaves, needles or other flammable debris can accumulate will not be allowed.
- Keep all roofs free of debris.
- Roof cover should be concrete shingles, metal or have a UL Class A fire resistance rating. Wood shakes are expressly prohibited.
- Any open spaces around footings and foundations shall be enclosed to prevent trapping burning embers carried by the wind.
- All residences should maintain a mowed area around the residence on all sides to create a “green” safety zone.
- Firewood shall be stacked in an open area not visible from the street. Firewood piles shall not be larger than 4 ft. by 4 ft. by 16 ft. No firewood shall be stored under porches or decks.
- Thin trees within 30 feet of the home. Adequate thinning is achieved when the tree crowns do not touch. After thinning, trees remaining within two tree heights of a structure should be pruned of dead limbs to a height of 10 feet.
- Plant landscaping material that will minimize a fire burning from ground level to the lower tree branches.

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**PILLAR PEAK ROAD DISTRICT  
BYLAWS**

**SECTION 1. Form of Government.** The Pillar Peak Road District is established and governed by SDCL 31-12A et. seq.

**SECTION 2. Jurisdiction.** The land subject to the Road District is as follows (see also Exhibit A, Survey Map):

**LOTS 1A-1, 3A, 4A, 5, 6A-1, 7, 8, 9A, 10,12A,13,14,15,16,17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 31, 34, WELL LOT, OPEN SPACE LOT 1, OPEN SPACE LOT 2, AND OPEN SPACE LOT 3, TRACT 1A AND THE UNPLATTED PORTION OF TRACT 1 OF THE ESTATES AT PILLAR PEAK LOCATED IN THE NE ¼ OF SECTION 20 AND THE W ½ NW ¼ OF SECTION 21 ALL IN T.5N, R.4E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA.**

**SECTION 3. Governing Body.** The governing body of the Road District shall be the Board of Trustees and shall consist of three (3) Trustees, elected at large from among the landowners of the District. The Trustees shall respectively hold their offices, one for a term of (1) year, one for a term of two (2) years, and one for a term of three (3) years. In the first instance, when the first Board of Trustees is elected, the person having the highest number of votes shall serve for a term of three (3) years, the person receiving the second highest number of votes shall serve for a term of two (2) years, and the person receiving the third highest number of votes shall serve for a term of (1) year. In case of a tie, terms for the tying Trustees shall be determined by lottery. If there are only three candidates, terms shall be determined by agreement among the three candidates. Subsequent elections shall be in accordance with SECTION 5 below.

**SECTION 4. Rules and Regulations.** The District shall be governed by SDCL 31-12A et. seq. and such other rules and regulations as adopted by the Board.

**SECTION 5. Annual Elections.** There shall be elected annually one (1) Trustee for a term of three (3) years. The election shall be held at such time and place as determined by the Board. Any Trustee to be elected shall be nominated by filing with the Board, not less than fifteen (15) days before the annual election, a certificate of nomination for the office of Trustee. The certificate shall be in writing and shall contain the name of the candidate, residence,

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business address, and the office for which the candidate is nominated and shall be signed by at least 5% of the qualified voters of the District.

**SECTION 6. Powers of the Board of Trustees.** The Board of Trustees is empowered to:

- **Appoint a treasurer and clerk, an engineer, attorney and other employees for the Road District and fix their compensation. These officers shall hold their respective offices at the pleasure of the Board and shall be bonded for the faithful performance of their duties as may be required by the Board.**
- **Sue and be sued and contract in the name of the District**
- **Adopt a corporate seal**
- **Maintain and repair roadways**
- **Control noxious weeds with the District**
- **Provide snow removal services**
- **Borrow money, levy taxes and special assessments, and issue bonds pursuant to SDCL 31-12A-23**
- **Establish speed and weight limits and other restrictions on the roads under the District's jurisdiction in accordance with the provisions of SDCL 31-14-3 to 32-14-7 inclusive and 32-22-47 and 32-25-9.1**
- **Pass all necessary ordinances, resolutions, orders, rules and regulations for the proper management and conduct of the business of the Road District and to carry into effect the ordinances, orders, resolutions, rules and regulations of the District for the business for which the District was formed, all in accordance with SDCL 31-12A-22**
- **Adopt a resolution, pursuant to SDCL 31-13A-28, providing for the dissolution of the District and the disposition of all unencumbered assets and assets which may thereafter accrue to the District. Prior to adopting such resolution, the Board shall give notice and conduct hearings as it deems necessary. Any party feeling aggrieved by the decision of the Board may appeal to the Circuit Court.**
- **Cause the amount of any charges, and interest and penalties thereon, for the Road District service rendered or made available to any land within and part of the District, which are due and unpaid on the first day of October in each year to be certified by the Secretary to the County Auditor in a manner provided in SDCL 10-12-7**

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The Board of Trustees shall have all the powers authorized by law. The enumeration of power set forth above is by way of illustration and not by way of limitation.

**SECTION 7. Maintenance and Repair of Roads.** All proceedings for the maintaining and repairing of roads, borrowing money, making special assessments and issuing bonds shall be in accordance with state law.

In an effort to preclude large special assessment for capital improvements (i.e. resurfacing roads, major regrading of right of way, etc.) the Board of Trustees shall prepare and maintain a long-range budget based on estimated cost of required capital investments and shall assess owners, on an annual basis, enough to accumulate funds necessary to cover the annual and long-range budget. Funds for support of the long-range budget shall be held in an insured, low risk account to be accessed only by the Road District. The annual Board Report shall, among other things, report the status of the budget and accumulated funds.

The Board of trustees may, at their discretion, impose a one time “construction access fee” on owners at the start of construction on their property. This money will be used to partially defray the cost of wear and tear on the roads during construction. Current Owners of platted lots are exempt from this requirement, but if lots are sold in the future, the new Owners will be assessed. In addition, the Board may assess constructors of new roads in the District a one-time “construction access fee” to compensate for extraordinary wear and tear on existing roads.

**SECTION 8. Financial Interest.** No Trustee or employee of the Road District may have direct or indirect financial or personal interest in any contract, work or business of the District, or the sale of any article, the expense, price or cost of which is paid by the District, nor in the purchase of any real, personal or other property belonging to the District, or which shall be sold for taxes or assessments, or by virtue of legal process at the suit of the District. No Trustee may be a joint or co-owner of land in the Road District with an employee of the Road District.

**SECTION 9. Enforcement.** Any road constructed or maintained by the Road District is a public access highway and any speed limits, vehicle weight limits, and other vehicle or traffic regulations on such roads may be enforced by any law enforcement officer.

**SECTION 10. Road Work Projects.** The District may contract for and expend District funds for road work projects outside the geographical area of

the Road District if the Board of Trustees approves that action upon a two-thirds (2/3) vote of the membership acquired by petition. If persons outside the District would benefit from such a project, the Board may negotiate with and accept funds or any other assistance from any person on the basis and terms negotiated.

Expansion of the Road District beyond its initial boundaries requires approval of two-thirds (2/3) of the landowners in the district obtained by petition.

Construction of new roads within the District and all costs related to such construction shall be the responsibility of the developer and shall be constructed in accordance with all state and county requirements.

**SECTION 11. Compensation of Trustees.** The members of the Board of Trustees shall serve without compensation.

**SECTION 12. Regular Meeting of the Board.** The annual meeting of the Board of Directors shall be held on the first Tuesday of May at a time and place to be determined by the Board. A majority of the Trustees shall constitute a quorum. A majority vote shall be required for any action of the Board. At the discretion of the Board, Trustees may attend meetings via phone, Skype or other live electronic means.

**SECTION 13. Special Meetings.** Special meetings of the Board shall be called when necessary. Special meetings may be held at any time upon written notice to all the Board Members. Notice of such special meetings shall be given to each Trustee at least seventy-two (72) hours before such special meeting is held unless a waiver of notice is obtained before or at such special meeting. The notice shall state the time, date and location of the meeting and the agenda. No issues shall be discussed nor business transacted at such meetings unless they are on the published agenda. In no event shall any action be taken at the meeting without a majority vote by the Trustees.

**SECTION 14. Record of Proceedings.** The Trustees shall keep a complete account of all its proceedings and make them available to all Owners.

**SECTION 15. Open Meetings.** All meetings of the Board shall be open to Owners within the District.

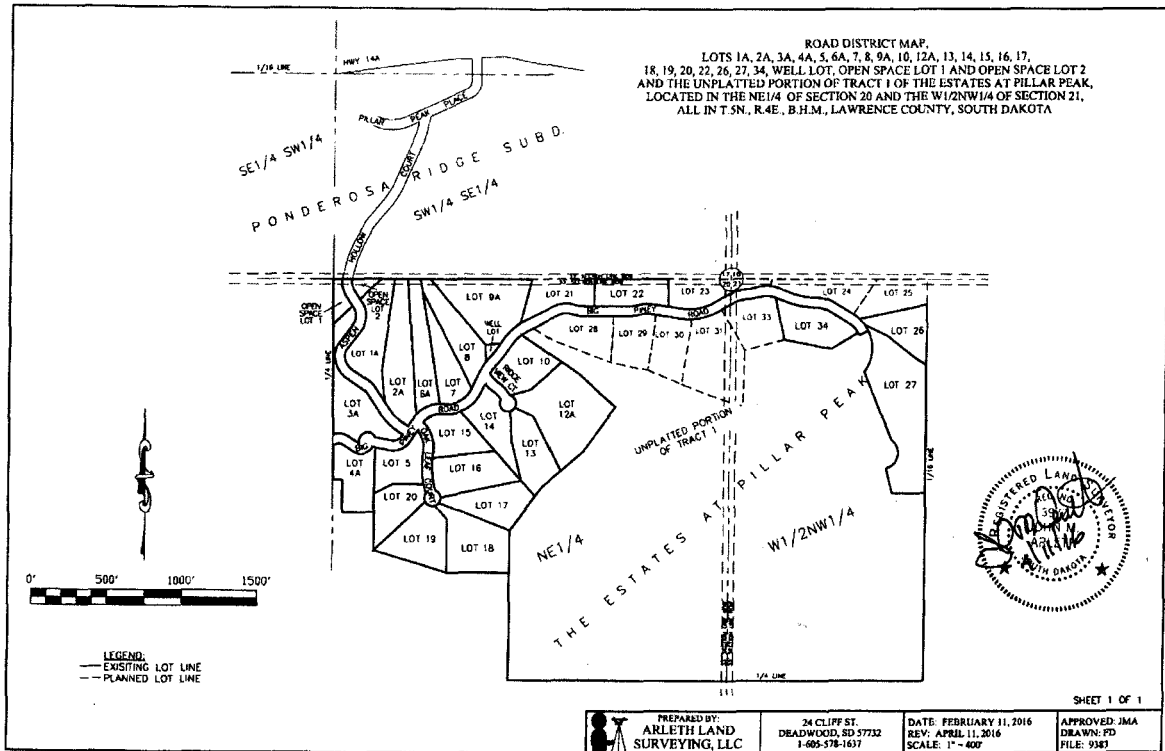
**SECTION 16. Executive Sessions.** From time to time the Board may, by motion, close for executive session for purposes permitted by law. Thereafter the Board shall reconvene an open meeting to take such actions as may be appropriate.

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**SECTION 17. Committees.** The Board may, from time to time, appoint such committees as may be necessary for the transaction and administration of the affairs of the District.

**SECTION 18. Bonds.** Bonds of the District officials and employees, unless otherwise provided for by State Law, shall be fixed annually by the Board. The cost of the required bonds shall be paid by the District.

**SECTION 19. Dissolution.** A majority of the qualified voters of the Road District may petition a court of competent jurisdiction for the dissolution of the District pursuant to SDCL 31-12A-27.



**EXHIBIT A**

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Prepared by:  
Erika K. Campbell  
Estes-Campbell Law Firm  
125 Colorado, Ste. 2G  
Spearfish, SD 57783  
605-722-WILL (9455)

**BYLAWS OF THE ESTATES AT PILLAR PEAK  
HOMEOWNERS ASSOCIATION, INC.**

**The following Amended By-Laws were filed with the State of South Dakota January 5, 2018 along with the Articles of Incorporation of the Estates at Pillar Peak Homeowners Association, Inc.**

**ARTICLE I. Name and Purpose.**

**The name of this organization is and shall continue to be “The Estates at Pillar Peak Homeowners Association”, hereinafter referred to as the “Association”. It shall be a nonprofit organization incorporated under the laws of the State of South Dakota. The Association shall have the following purpose:**

**To maintain and protect values and to ensure the collective rights and interest of the homeowners are preserved and respected by enforcing the recorded covenants, restrictions, conditions and reservations for the Estates at Pillar Peak.**

**To enter into, perform and carry out contracts and agreements of every kind and nature, with any person, firm, corporation or other entity, and any state, county, municipal or other governmental body, including all boards, bureaus and agencies thereof.**

**To carry on any other activities necessary to, in connection with or incidental to the foregoing.**

**ARTICLE II. Office.**

**The principal mailing address of the Association shall be that of the HOA President (currently P.O. Box 445, Deadwood, South Dakota 57732). The Board**

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of Directors shall have the power and authority to establish and maintain a branch or subordinate office at any other location within the State of South Dakota.

### **ARTICLE III. Personal Application.**

All present or future owners, tenants, future tenants, or their agents and employees, or any other person who might use the property within the scope of the Association for any manner, are subject to the regulations set forth in these By-Laws and the covenants or other governing documents of the Association. The acquisition or rental of any of the lots within the scope of the Association signify that these By-Laws and other governing documents of the Association are accepted, ratified and will be complied with.

### **ARTICLE IV. Members and Meetings.**

**4.01 Eligibility for Membership.** Any person or entity who is a record owner in any lot which is subject to the covenants of record of the Association, shall be a member of the Association.

**4.02 Annual meeting of Members.** The annual meeting of the members shall be held at a time and place specified by the Board of Directors.

**4.03 Special Meetings.** Special meetings of the members, for any purpose, unless otherwise prohibited by statute, may be called by the Board of Directors.

**4.04 Notice of Meetings.** Written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than thirty (30) days before the date of the meeting, personally, by mail, e-mail or in such a manner that is authorized by the Board of Directors. If mailed, such notice shall be deemed to be delivered two (2) days after deposited in the mail addressed to the member at his address as it appears on the books of the corporation.

**4.05 Closing of Books or Fixing of Record Date.** For the purpose of determining members entitled to notice, the Board of Directors may provide that the books shall be closed for a stated period but not to exceed thirty (30) days. In lieu of closing the books, the Board of Directors may fix in advance a date as the record date for any such notice. When a determination of members entitled to notice has been made, such determination shall apply to any adjournment.

**4.06 Voting Record.** The office or agent having charge of the books for members of the association shall make a complete record of the members

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entitled to vote at each meeting with the address of each. Such record shall be produced and kept open at the meeting and shall be subject to the inspection of any member.

**4.07 Quorum.** The members of the Association entitled to vote and represented in person or by proxy, shall constitute a quorum. The members present at a duly quorumed meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

**4.08 Proxies.** At all meetings of members, a member may vote in person or by proxy executed in writing by the member. Such proxy shall be filed with the Secretary before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of the execution, unless otherwise provided in the proxy. Notarized proxies are required for certain votes as specified herein.

**4.09. Voting.** Each lot is entitled to one (1) vote.

**4.10 Suspension of Member's Voting Rights.** At the discretion of the Board of Directors, members are subject to suspension of all voting rights when their HOA dues are delinquent beyond June of the year in which the dues are assessed or a violation of the governing documents, including these By-Laws, have occurred. Suspended members shall be given written notice of their suspension as soon as possible after the delinquency or noncompliance is discovered.

**4.11 Minutes.** Minutes shall be recorded at all meetings and available for review by members within thirty (30) days after a meeting.

#### **ARTICLE V. Board of Directors.**

**5.01 General Powers.** The affairs of the corporation shall be managed by its Board of Directors.

**5.02 Number, Tenure, and Qualifications.** The Board of Directors shall consist of no less than three and no more than five people and shall consist of the three officers described in Article VI plus a maximum of two directors at large. A Director must be an owner of a lot in the Pillar Peaks Subdivision. The Board of Director terms shall be two (2) years. The Board of Directors shall be elected at the annual Homeowners Association meeting, when applicable. The Directors shall hold office until their resignation or a successor has been elected. Directors shall be elected by the majority of members in attendance. Proxy votes will be accepted.

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**5.03 Removal or Resignation of Director.** The entire Board of Directors or any individual Director, may be removed from office when his or her removal is approved by the majority of the members of the Association in attendance at the Annual or Special meeting called for the expressed purpose. Proxy votes will be accepted. If any Director misses three (3) consecutive annual or special meetings, that Director forfeits his or her right to remain on the Board of Directors. The position shall be declared vacant by a majority vote of the members in attendance as above. The members in attendance may elect, by a majority vote, a successor Director to serve out the unexpired term of the Director who forfeited his or her position. A Director shall give thirty (30) days written notice of his or her intent to resign from the Board of Directors. A special meeting shall be called to fill the resigning Directors position.

**5.04 Meetings.** The Board shall have the power to determine the appropriate meetings schedule.

**5.05 Special Meetings.** The Board may call a special meeting when requested by a member or the board or when necessity requires.

**5.06 Notice.** Ten (10) days' notice of any special meeting shall be given as provided in Article IV. Said notice shall state the purpose, place, date and time of the meeting.

**5.07 Manner of Acting.** The act of a majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board. A majority of the directors shall constitute a quorum.

**5.08 Action without a Meeting.** Any action required or permitted to be taken by the Board may be in writing in lieu of a meeting.

**5.09 Vacancies.** Any vacancy occurring, which does not fall under section 5.03 herein, shall be filled by a majority vote of the members in attendance. Proxy votes will be accepted.

## **ARTICLE VI. Officers**

**6.01 Positions.** The officers of the Association shall be the President, Vice President, Secretary/Treasurer, each of whom shall be elected by a majority vote of the members as described in 5.02 above. Such other officers and

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assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

**6.02 Election and Term of Office.** The officers of the Association shall be elected by a majority vote of the members as described in 5.02 above. The officers shall hold office until a successor has been duly elected and qualified or until an event such as removal, resignation or death terminates such officer's position.

**6.03 Removal or Vacancies.** Any officer or agent may be removed or a vacancy may be filled by the process set forth in 5.03.

**6.04 President.** The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control the business affairs of the Association. The President shall, when present, preside at all meetings of the members and the board. The President to the best of his/her ability shall see that all orders and resolutions of the Board of Directors are carried out. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**6.05 Vice President.** The Vice President has the authority to act in the place and stead of the President in the event of his or her absence, refusal or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

**6.06 Secretary/Treasurer.** The Secretary/Treasurer shall record the votes and keep all the minutes of the meetings and proceedings of the Board and the members; see that all the notices are duly given in accordance with the provisions of these By-Laws. Be the custodian of the Association records and the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; keep a register of the post office address, e-mail address, phone number and other appropriate contact information of each member; have general charge of the books of the Association; have charge and custody of and be responsible for all funds and securities of the Association; receive and give

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receipts for monies due and payable to the Association from any source whatsoever, and deposit such monies in the name of the Association in such banks or other depositories as shall be designated by the Board of Directors; perform all duties incident to the office and such other duties as from time to time may be assigned by the Board of Directors. If the Association elects to utilize a certified public accountant, the Secretary/Treasurer shall be relieved of the tasks designated to the accountant.

**6.07 Salaries.** No salaries shall be paid to the officers.

**6.08 Committees.** The only authorized Committee of the Association shall be the Architectural Control Committee. Each member of the Committee must be a lot owner. The Board of Directors may create from time to time such other committees as it deems necessary and appropriate.

**6.09 Architectural Control Committee.** The Architectural Control Committee shall be responsible for reviewing all plans for construction for the property within the Estates at Pillar Peak Development; to ensure compliance with the provision of the "Declarations of Covenants, Conditions, Restrictions and Reservations for The Estates at Pillar Peak Development: and to advise the Board of Directors on the same. The Board shall be the ultimate arbiter of the compliance of such plans.

## **ARTICLE VII. Contracts, Deposits, Books and Records**

**7.01 Contracts.** The Board of Directors may authorize any Director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

**7.02 Deposits.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association of such banks or other depositories as the Board shall direct.

**7.03 Liability.** No Director of this Association shall be liable for any authorized distribution of assets so long as it is determined that he or she acted in good faith.

**7.04 Books and Records.** The books of accounting, general records, minutes and members names and address information shall be available for inspection by any member so long as such member submits a written request stating the reason for inspection at least ten (10) days in advance. No copies shall be made by the member unless prior written approval is granted by the Board of

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**Directors. The Board of Directors reserves the right to deny inspection for good cause shown to the member so requesting the documents.**

#### **ARTICLE VIII. Assessments.**

**8.01 Annual Assessment. The Board of Directors shall annually establish any assessment for reasonable maintenance including, but not limited to, the central water system, insurance or other financial need of the Association. The assessment shall be equally assessed against each lot. A notice of assessment shall be sent to each member in January of each calendar year and be payable not later than June 01 of that same year. Interest shall accrue on late payments at the rate of 12% per annum.**

**8.02 Assessment as Lien. The assessment shall be a lien against each lot. The Association may foreclose its lien including reasonable legal fees or bring a claim against the lot owner for the amount of the assessment, together with reasonable court and legal fees.**

**8.03 Lien follows Property. Transfer or sale of any lot shall not extinguish any lien for unpaid assessments. No owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment of his or her lot.**

#### **ARTICLE IX. Dividends.**

**The Board of Directors may not declare and the Association may not pay dividends.**

#### **ARTICLE X. Corporate Seal.**

**The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words**

**“Corporate Seal”. The seal shall be stamped or affixed to such documents as may be prescribed by law or custom by the Board of Directors.**

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**ARTICLE XI. Waiver of Notice.**

**Whenever any notice is required to be given to any member or Director of the Association under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.**

**ARTICLE XII. Amendments.**

**These By-Laws may be altered, amended, or repealed by a two-thirds (2/3) majority of the current Owners of the lots. Voting may be in person at a duly convened meeting with the stated purpose of amending the By-Laws or by proxy held by a member in attendance.**

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**THE ESTATES AT PILLAR PEAK HOMEOWNERS ASSOCIATION:**



**Arlan Emmert**

**President**

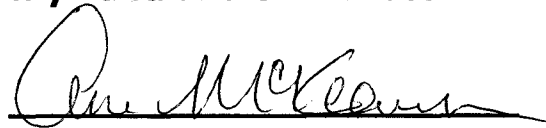
**The Estates at Pillar Peak Homeowners Association**

**State of South Dakota**

**County of Lawrence**

On this the 6<sup>th</sup> day of June, 2018, before me, Ana McKeown, the undersigned officer, personally appeared Arlan Emmert, **President, The Estates at Pillar Peak Homeowners Association** known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public

**Title of Officer**

**My Commission Expires:** March 23, 2023

**THE ESTATES AT PILLAR PEAK HOMEOWNERS ASSOCIATION:**



**Greg Olson**

**Vice President**

**The Estates at Pillar Peak Homeowners Association**

**State of South Dakota**

**County of Lawrence**

On this the 19<sup>th</sup> day of June, 2018, before me, Ana McKeown the undersigned officer, personally appeared Greg Olson, Vice President, The Estates at Pillar Peak Homeowners Association known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public

**Title of Officer**

**My Commission Expires:** March 23, 2023

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Page 35 of 40

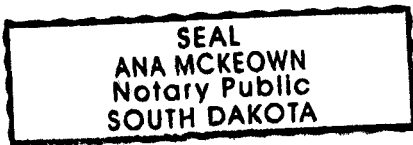
**THE ESTATES AT PILLAR PEAK HOMEOWNERS ASSOCIATION:**

Connie Freitag  
**Connie Freitag**  
**Secretary/Treasurer**  
**The Estates at Pillar Peak Homeowners Association**

**State of South Dakota**  
**County of Lawrence**

On this the 6<sup>th</sup> day of June, 2018, before me, Ana McKeown  
the undersigned officer, personally appeared Connie Freitag,  
Secretary/Treasurer, The Estates at Pillar Peak Homeowners  
Association, known to me or satisfactorily proven to be the person  
whose name is subscribed to the within instrument and  
acknowledged that she executed the same for the purposes therein  
contained.

In witness whereof I hereunto set my hand and official seal.



Ana McKeown

Notary Public

**Title of Officer**

**My Commission Expires:** March 23, 2023

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Page 36 of 40

**PILLAR PEAK, LLC:**

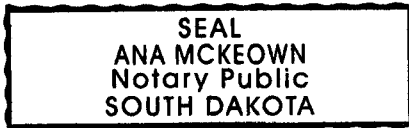


**William H. Pearson  
General Manager**

**State of South Dakota  
County of Lawrence**

On this the 6<sup>th</sup> day of June, 2018, before me, Ana McKeown  
the undersigned officer, personally appeared William H. Pearson,  
General Manager, Pillar Peak, LLC, known to me or satisfactorily  
proven to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the same for the  
purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public

**Title of Officer**

**My Commission Expires:** March 23, 2023



## APPROVAL PETITION 1 of 2

OWNER	LOT NO.	SIGNATURE	DATE	D. L. NUMBER
Ernest & Kimberly Rupp	1A-1		6/2/18	00181866 ACE
D&M Transfer LLC	3A		6/2/18	843441921 ACE
Wayne & Marlene Slothouber	4A			
Schallenkamp Family Trust	5		6/3/18	01247146 ACE
Emmert Family SD Trust	6A-1		6/2/18	01299775 ACE
James Lambert	7		6/16/18	01515285 ACE
Jason & Meagan Shillingstad	8			
Steven & Yavonne Slowey	9A			
3X Properties LLC	10		6/2/18	SD 00957107 ACE
Mark & Christine Buche	12A			
Von & Sue Denning	13		6-16-18	00045904 ACE
Donald Wolf	14		7/7/18	00525942 ACE
Steven & Laurie Anderson	15		6-7-18	00291875 ACE
Terrence & Madonna Bernhardt	16			
Bruce & Connie Freitag	17		6/6/18	FRESU-0667 ACE
Steven Grill	18		6/6/18	06799751 TX ACE
Trail's Vacation View	19		6/30/18	X644263732214 MN ACE
<del>TRAILS VACATION VIEW</del> <del>RNH Investments LLC</del>	20		6/30/18	X644263732214 ACE
Jon & Dawn Klassy	21		6-16-18	00512831 ACE
Gregory & Janet Olson	22		6/3/18	SD 01556014 ACE
Luella LLC	23		6/6/18	SD 00424065 ACE
Tabb Bertrand	24		6/26/18	0071579 ACE

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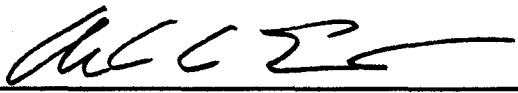
**APPROVAL PETITION 2 of 2**

OWNER	LOT NO.	SIGNATURE	DATE	D. L. NUMBER
Joshua & Danielle Ranek	25	<i>Josh Ranek</i>	6/22/18	00629148 ACB
Jody & Wendy Stack	26	<i>Jody Stack</i>	7/6/18	00309146 ACB
Ronald Pawlak	27	<i>Ronald A Pawlak</i>	6-15-18	01481694 ACB
Rodell & Lori Hoppe	28	<i>Rodell Hoppe</i>	6-15-18	00304703 ACB
Ernest & Kimberly Rupp	29	<i>Ernest Rupp</i>	6/2/18	00181866 ACB
Troy & Karen Leonard	30			
Doug's Hot Oil Truck Service Inc.	31			
Aaladin Partnership LLP	33			
Richard & Barbara Ball, Trustees	34			

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**VERIFICATION OF SIGNATURES**

I hereby certify that I personally witnessed the signatures on the preceding pages 38 and 39 and confirmed the identity of each person signing.

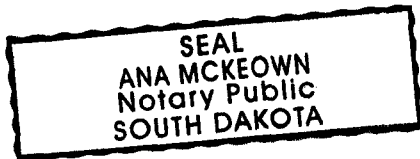
  
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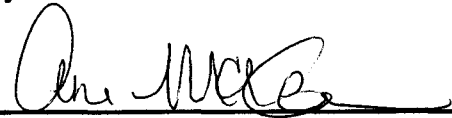
**Arlan Emmert  
President  
The Estates at Pillar Peak Homeowners Association**

**State of South Dakota  
County of Lawrence**

On this the 10th day of July, 2018, before me, Ana McKeown the undersigned officer, personally appeared Arlan Emmert, President, The Estates at Pillar Peak Homeowners Association known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



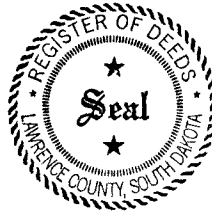
  
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Notary Public  
\_\_\_\_\_

**Title of Officer**

**My Commission Expires:** March 23, 2023

Prepared By:  
STEVEN M. CHRISTENSEN  
Attorney at Law  
P.O. Box 583  
Deadwood, S.D. 57732  
Phone: (605) 578-1953



Doc #: 2010-01435  
Date: 03/29/2010 15:49:00  
Sheree L. Green  
Register of Deeds  
Lawrence Co. - Fee \$62.00

**AMENDED** *LTC 57313*  
**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS FOR THE ESTATES AT PILLAR PEAK DEVELOPMENT**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR THE ESTATES AT PILLAR PEAK DEVELOPMENT** is made and entered into this 26th day of March, 2010, by Pillar Peak, LLC, with a mailing address at PO Box 631, Deadwood. SD 57732, hereinafter referred to as "Declarant".

**WHEREAS**, Declarant owns the following described real property, to-wit:

LOTS 1 THRU 64 OF THE ESTATES AT PILLAR PEAK, A  
SUBDIVISION OF TRACT 1 OF THE ESTATES AT PILLAR  
PEAK, LOCATED IN THE NE1/4 AND THE N1/2SE1/4 OF  
SECTION 20, THE W1/2NW1/4 AND THE NW1/4SW1/4  
OF SECTION 21, ALL IN T.5N., R.4E., B.H.M., LAWRENCE  
COUNTY, SOUTH DAKOTA

Which shall hereinafter be referred to as the "Development".

**WHEREAS**, Declarant intends to amend the covenants, conditions, restrictions, and reservations upon the Development previously recorded with the Lawrence County Register of Deeds as Document No. 2005-07487.

**NOW THEREFORE**, the Declarant does hereby amend said covenants as follows:

**ARTICLE I**  
**PROPERTY SUBJECT TO DECLARATION**

**SECTION 1. General Declaration.** It is Declarant's intent to subdivide several lots. Declarant intends to sell said lots subject to this Declaration.

Phase I: Lots 1 - 20  
Phase II: Lots 21 - 34  
Phase III: Lots 35 - 51  
Phase IV: Lots 52 - 64

Declarant declares that all of the lots shall be limited to single family residential use.

**ARTICLE II**  
**DEFINITIONS**

SECTION 1. Definitions. The following words, phrases, or terms used in this Declaration shall have the following meanings unless a contrary intent is clearly evident:

- a) **Accessory Building:** Detached garages, patios, swimming pools, sheds, dressing rooms for swimming pools, separate guest houses without kitchen, separate servants' quarters without kitchen and other buildings customarily used in connection with the single-family residence.
- b) **Articles:** Shall mean the Articles of Incorporation of The Estates at Pillar Peak Homeowners Association, Inc.
- c) **Assessment:** Shall mean a charge levied and assessed as either a general or special assessment against any lot for the promotion of recreation, health, safety, and welfare of the residents of The Estates at Pillar Peak Development as established by Homeowners Association's Board of Directors.
- d) **Association:** Shall mean The Estates at Pillar Peak Homeowners Association, Inc.
- e) **Board or Board of Directors:** Shall mean the Board of Directors of The Estates at ' Pillar Peak Homeowners Association.
- f) **Building Site:** A lot as established by the recorded plat or the combination of two or more lots or portions thereof as approved by Declarant and aggregating not less than two acres.
- g) **Bylaws:** Shall mean the Bylaws of The Estates at Pillar Peak Homeowners Association.

- h) **Cost of Collection:** All expenses and charges incurred, including attorney's fees.
- i) **Covenants:** Shall mean the covenants, conditions, restrictions, and reservations set forth in this Declaration.
- j) **Declarant:** Pillar Peak LLC. and its successors or assigns.
- k) **Declaration:** This Declaration of Covenants, Conditions, Restrictions, and Reservations for Land within The Estates at Pillar Peak Development.
- l) **Deed:** A deed or other instrument conveying title to a lot.
- m) **Lot:** Any area subdivided on the plat recorded and approved by Declarant.
- n) **Lot Lines:** Front, side and rear lot lines shall be the same as defined in the zoning regulations of Lawrence County, South Dakota, in effect from time to time; in the absence of such a definition a front lot line is each boundary line (whether one or more) between the lot and any public street. A side lot line is any boundary line which meets and forms an angle with a public street except that for a corner lot with two front lot lines, the side lot line is the boundary which forms an angle with the street which affords the principal access to the lot.
- o) **Member:** Any person owning a lot.
- p) **Owner:** Shall mean the record holder(s) of title in any lot.
- q) **Road District:** The Estates at Pillar Peak Road District.
- r) **Single Family:** A group of one or more persons living together as a family unit.
- s) **Structure:** Any building, by way of illustration and not by limitation, any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall or outdoor lighting. Structure shall also mean any excavation, fill, ditch, diversion, dam which affects or alters the natural flow of surface waters upon or across any lot.
- t) **The Subdivision:** The area subdivided as The Estates at Pillar

Peak.

- u) The Estates at Pillar Peak Road District: The road district created for The Estates at Pillar Peak Development pursuant to the provisions of SDCL 3 1-12A, et seq.
- v) Visible from Neighboring Property: With respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of such neighboring property.
- w) Water System: The central water system owned and administered by The Estates at Pillar Peak Homeowners Association.

**ARTICLE III**  
**RESTRICTIVE COVENANTS**

SECTION 1. Access Drive. Each lot shall be accessed by a private or shared driveway constructed with proper drainage and culverts. All private driveways which cross a ditch, borrow pit, or roadway within the Development and which would obstruct the flow of water through said ditch or borrow pit; must have a culvert installed in the ditch prior to the construction of the driveway. Such culvert shall be a minimum of 12 inches in diameter and the cost thereof shall be borne by the Owner.

SECTION 2. Animals. No more than a total of four (4), of any combination, of dogs and cats for household enjoyment, not for commercial purpose, shall be allowed. No horses, bovine, buffalo, exotic animals, (llama, etc.), poultry, or swine of any kind shall be raised, bred, or kept on any lot. No commercial kenneling of pets is permitted on any lot. All animals are to be restrained or fenced. Fencing shall not be of the chain link or cyclone type.

SECTION 3. Antennae. All antenna for reception of radio or television or other electronic signals shall be maintained so as not to be visible from neighboring property or adjacent streets.

SECTION 4. Approval and Conformity. No residence, building, fence, storage shed, pool, spa, or other structure or improvement of any type shall be commenced, erected, or maintained except in compliance with plans and specifications approved in writing by the Architectural Control Committee.

At the time of submitting construction plans to the Architectural Control Committee for review and approval, the Owner shall also submit a site plan at 1"=20' which shall show the location of all roads, structures, or buildings, septic tanks, and

other improvements.

SECTION 5. Building Setbacks. Except with written approval of the Association, no building, porch, eave, overhang, projection or other part of a building shall be located within twenty-five feet (25 ;) of a front or rear lot line, or within twenty-five feet (25') of a side lot line. Such approval may be given only (a) for fireplace projections integral with the building, (b) for eaves and overhangs, (c) for construction which extends less than five feet (5') into the setback area and which the Architectural Control Committee determines to have only minor impact, and to be in the interest of superior design. All construction must also conform to the building code, zoning code and subdivision regulations of Lawrence County.

SECTION 6. Changes in Construction. All exterior changes or additions to the approved plans before, during, or after construction shall be approved in writing by the Architectural Control Committee prior to the changes or additions being implemented.

SECTION 7. Continuity of Construction. The exterior of all structures started in the Development shall be completed within 12 months of commencement of construction unless the Architectural Control Committee grants an extension.

SECTION 8. Dwelling. All construction shall be new construction, shall be on a permanent foundation, and shall be restricted to family or residential type dwellings with attached or detached garages. No dwelling shall be constructed, erected, or maintained without a minimum of the following finished square footage (excluding garages): 1500 sq. ft.

No dwelling shall be more than two and a half (2-1/2) stories in height. Except with the prior permission of the Architectural Control Committee, accessory buildings and other structures shall not be more than one (1) story in height, no one-story structure, including one-story dwellings, shall be more than twenty-eight feet (28') in height and no two-story structure shall be more than forty feet (40') in height. Height shall be measured from the highest original ground contour at any point adjoining the foundation perimeter of the structure to the highest point on the structure exclusively of standard chimneys. Original ground contour shall mean the ground contour established during development of the lots and existing immediately prior to commencement of construction of any dwelling or other structure.

All dwellings shall have a minimum of a two-car garage either attached or detached to the dwelling which shall be finished on the exterior in the same manner as the dwelling. All garages are to be built within the same time frame as the home construction.

All un-faced visible surfaces on concrete masonry or concrete foundation walls and piers shall blend unobtrusively with adjacent materials. Surfaces of more than 24



inches in height may not be painted or mortar finish washed, but must receive a stucco, rock, stone, or brick finish.

No houses shall be moved onto any lot from any other location. Homes constructed of pre-fabricated wall and roof sections are allowed. No mobile or prefabricated homes are permitted.

All structures must be built with fire resistant materials and comply with the latest editions of the local, state, and national building codes, rules, regulations, including, but not limited to the following:

UBC Standards of the Uniform Building Code  
USFA United States Fire Administration  
NEC A National Electrical Code Association  
South Dakota State Plumbing Code

Any tanks (gas, propane, heating, fuel oil) for use in connection with any resident constructed on said property must be sufficiently screened to conceal it from the view of neighboring lots and the road.

SECTION 9. Easements. Easements for installation and maintenance of utilities, public or private, including water, electric, gas, cable and telephone are reserved within a 20 foot strip adjacent to all lot lines. Special easements may also exist for access to individual lots as described in the deed for lots over which such easements cross.

Within all such easements, whether public or private, no structure, planning, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, access to individual lots, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot. except for those improvements for which a public authority or utility company is responsible.

SECTION 10. Exterior Colors. The color combinations of exterior materials must be subtle and tasteful to blend with the environment. Earthen tones are required. Extreme contrast in color of paints, stains, and masonry are discouraged. Roofing materials must be of darker tones. All color schemes must be approved in writing by the Architectural Control Committee or its representative. Wood shakes are expressly prohibited.

SECTION 11. Fences. The construction of any type offence must have prior

written approval of the Architectural Control Committee or its representative. Chain link or cyclone type fencing will not be allowed in the development.

SECTION 12. Firearms. No Firearms, fire crackers or other fireworks or explosive devices shall be discharged within the Development

SECTION 13. Fireplaces (Outdoor) and Fires. No outdoor fireplaces, incinerators, open fire pits, or related structures or devices shall be operated except as permitted by applicable State and Federal laws.

SECTION 14. Garbage and Trash. No garbage or trash shall be maintained on any Lot so as to be visible from neighboring property or any roadway. All garbage and trash will be placed in tightly closed garbage cans of the type normally used in this locality and shall be disposed of at least every seven days. No refuse pile, garbage, or unsightly objects are allowed on any Lot.

SECTION 15. Gardens. Gardens for domestic consumption only will be permitted. All gardens shall be set back at least 30 feet from any Lot line.

SECTION 16. Hunting. No hunting shall be allowed in the Development. No skinning, butchering, or cleaning of any animals may take place within public view.

SECTION 17. Landscaping. All landscaping must be completed within six months after substantial completion of a dwelling. All plants used in the landscaping shall take into account water usage.

SECTION 18. Logging. Living trees on a Lot may not be thinned or removed in any area except to the extent necessary for residential and road construction purposes or to enhance views. Trees surrounding a home or permissible structure shall be removed or thinned in accordance with any applicable Fire Protection Plan.

SECTION 19. Lot Size. No lot shall be subdivided. However, two or more adjacent Lots may be combined into one Lot and conveyed as one Lot.

SECTION 20. Lot Restrictions. No more than one single family dwelling may be constructed on any lot.

SECTION 21. Mining. No mining, as that term is defined by State law is allowed on any lot.

SECTION 22. Nuisances. No Owner shall permit anything to be done or kept on the lot, which will obstruct or interfere with the rights of other Owners. No Owner may permit illegal conduct on the lot.

SECTION 23. Outdoor Storage. No material, firewood, automotive accessories, equipment, or other items shall be stored between the home and the roadway(s)

fronting the property.

SECTION 24. Commercial Use. No dwelling shall be used for any commercial purpose. Owners may rent their homes, not exceeding one hundred and twenty (120) days per year.

SECTION 25. Parking. No parking is allowed on any subdivision roads.

SECTION 26. Emergency Access. The emergency access point is located at the western ending cul-de-sac. This access is for emergency evacuation only and Owners and their guests shall not otherwise use the access. The Declarant reserves the right to use the access.

SECTION 27. Road Paving. Before platting of any lot, the Declarant shall rough grade all proposed roads. Gravel roads, built to Lawrence County Specifications, shall be installed. Upon eighty percent (80%) of the each phase's Lots sold, The Estates at Pillar Peak Road District shall pave with asphalt, as per Lawrence County Specifications, that phase's section of roadway.

SECTION 28. Safe Conditions. Each Owner shall maintain his lot in a safe, sound, and sanitary condition and repair at all times. Owners shall correct any condition and refrain from any activity which might interfere with other Owners.

SECTION 29. Sewage Disposal Systems. Only engineered sewage disposal systems shall be permitted in the Development All sewage disposal systems shall conform to the laws of the State of South Dakota, the County of Lawrence, and all applicable zoning and health requirements otherwise imposed by any governmental agency. All septic tanks must be pumped at least once every three years and evidence of pumping must be provided to the Board of Directors prior to the annual meeting of the Board following installation of the septic system, and every three years thereafter.

SECTION 30. Signs. No signs, billboards, or other advertising structures of any kind shall be erected, constructed, or maintained on any lot for any purpose whatsoever except for identification of a residence, road, speed, direction, or sale provided the same complies with the Lawrence County Ordinances. Signs may be directive or informative, and shall not be more than eight square feet in size. Signs erected by the Association or Declarant are exempt. "For Sale" signs must be removed the day of the sale closing.

SECTION 31. Temporary Structures. No trailer, basement, tent, shack, garage, barn, or other outbuildings shall be placed on any lot for use as a residence.

SECTION 32. Utilities. Electrical and telephone service lines are located near the property line. The extension of services from these locations to a residence is the responsibility of the Owner. All utility lines shall be placed underground from the edge

of the property line to the residence. No utility extensions shall be undertaken without notification and written approval by the Board.

SECTION 33. Vehicles. No more than two properly licensed motor vehicles, trailers, or other type of motorized vehicles, not in normal daily use, may be kept on the exterior of any lot. All vehicles shall be parked in the driveway; at no time will vehicles be allowed to be parked on any lawn or forested area.

SECTION 34. Weed Control. The Association shall have the responsibility for the control and elimination of weeds and noxious plants on the Development. Such weed control and weed control products shall be in accordance with appropriate State and Federal laws.

All parcels shall be subject to an annual weed inspection by the Lawrence County Invasive Species Board. The Association shall follow the recommendation of the Lawrence County Invasive Species regarding the control of weeds on each lot. If an Owner's property requires weed control and the Owner fails to comply after written notice by the Association, the Association shall have authority to enter the premises for spraying with the cost of the same to be the responsibility of the lot owner.

SECTION 35. Fire Protection Plan. The Owner of any lot shall comply with The Estates at Pillar Peak Fire Protection Plan (Article VIII).

SECTION 36. All Terrain Vehicles. No ATV's (All Terrain Vehicles), 4x4's, three-wheelers, or any other terrain vehicle shall be driven in the Development's roads unless it is properly licensed for on road use. Unlicensed ATV's may be used on a limited basis on private property for such things as snow removal or lawn mowing, etc. No ATV's may be used on green zone property or commonly owned land without the specific written approval of the Association.

SECTION 37. Driveway Surfaces. The surface of all private driveways on the individual lots in the Development shall be the same as or comparable to the surface construction of the main roadways in the Development.

SECTION 38. Leases. Any Lessee's of a lot shall comply with the covenants. All leases shall be in writing.

SECTION 39. Exterior Lighting. All exterior lights on any dwelling constructed in the Development shall be consistent with harmonious development and the prevention of lighting nuisances to other lots.

**ARTICLE IV**  
**CENTRAL WATER SYSTEM**

SECTION 1. Ownership of System. The central water system providing potable

water to each residential lot shall be owned, operated, and maintained by The Estates at Pillar Peak Homeowners Association.

SECTION 2. Administration. The Board of Directors shall be responsible for the regulation and administration of the water system and shall endeavor to make available to each residence an adequate supply of water under such pressure as necessary for ordinary household and domestic purposes. The Board of Directors develop such rules and regulations for the utilization of the water system to ensure that an adequate supply of potable water shall be available for fire fighting purposes. The Board of Directors may, in its discretion, adopt policies or regulations governing the amount of water which may be used for lawn watering, garden irrigation, or other outdoor uses.

SECTION 3. Annual Assessment and User Fees. The Board of Directors shall determine the manner and amount of any annual assessment to be imposed upon each lot (as defined in Article II, Section 1 (k)), if any, for the maintenance and operation of the water system. In addition, the Board of Directors shall also determine the amount of any fees to be charged each lot based upon water usage.

The initial rate of the annual assessment shall be \$250 until at least ten lots are connected to the water distribution system. Sales tax at the applicable South Dakota tax rate will be charged on all assessments and water user fees.

SECTION 4. Individual Meters and Usage Fees. Each lot shall install a meter of a size and type approved by the Board of Directors to measure the amount of water delivered to said lot. Owners will be billed for water usage at a rate determined by the Board of Directors. Payment of the water bill shall be due 30 days after receipt of the invoice.

SECTION 5. Payment of Annual User Fee and Water Bill. The annual user fee shall be due and payable in advance on or before the 1st day of January of each year; with new users to pay in advance for any pro-rated portion of the first year they are connected to the water system. If payment is not made on or before the 1st day of each year in advance, or if payment for any periodic water bill is not paid within the time established by the Board for payment of the same; the Association shall have the right to discontinue service to such lot. The Directors may physically separate such lot service line from the main system. Service shall be resumed only after each lot has made all payments, current plus an imposed penalty of \$50 per month for the duration of the delinquent period, plus any re-connection costs incurred by the Association.

SECTION 6. Distribution Line. The Association shall be responsible for maintenance of the main water distribution line to each individual lot line or the road immediately adjoining each individual lot. Each lot shall install and maintain the service line, curb box, shut-off and connections from the main distribution line to any structure. The lot owner is liable for any costs associated with the service line located

on said lot.

SECTION 7. Conservation of Water. Each lot Owner shall endeavor to make every effort to conserve water. Further, each lot Owner shall abide by the policies and regulations established from time to time by the Association regulating the use of water. The Association shall have the authority to restrict the amount of water that a lot Owner may use if the water supply for the Subdivision becomes impaired or critical for any reason.

SECTION 8. Service Line. No service lines shall be installed by any lot Owner exceeding one inch inside diameter without prior written consent of the Board of Directors. The service line shall not be connected to the main lines unless a representative of the Association is present to complete or inspect the connection.

SECTION 9. Changes or Reconstruction of System. The Association shall reserve the right and privilege to remodel, change, or reconstruct the water system or water pipes at any time at the Association's option and with as little interruption of service as is reasonably necessary.

SECTION 10. No private ownership interest. No Lot Owner shall have any interest in the central water supply system or distribution system beyond membership interest in the Association. The Association shall be responsible for all expenses connected with the operation, repair and maintenance of the water distribution system. With the exception of pipes, accessories or service between the primary lines and any individual Owner structure.

SECTION 11. Non-liability of Association. Nothing herein shall be construed to impose any liability upon the Association for any interruption in the water supply or lack of water as a result of Acts of God, mechanical failures, breaks in the water line, or other things or reasons which may occur to interrupt water supply service. Further, it is specifically acknowledged and understood that the flow of water furnished by the central water system may not be sufficient to effectively suppress any fire which may occur on any individual property or premises.

SECTION 12. Right of Entry. The Association shall have the right of entry upon any individual Lot for all purposes necessary to the construction, maintenance, and operation of the water system serving that specific Lot or other Lots within The Estates at Pillar Peak. The Association shall exercise reasonable care to preserve aesthetic values during and after construction as may be required. The Association shall take reasonable care to avoid unnecessary damage and interference with hedges and conditions as near as may be reasonably possible.

**ARTICLE V**  
**ARCHITECTURAL CONTROL COMMITTEE**

SECTION 1. Declarant as Committee. Until such time as sixty-two (62) lots

have been sold, Declarant shall be deemed the Architectural Control Committee.

**SECTION 2. Transfer to Homeowners Association.** After sale of sixty-two (62) lots, Declarant shall transfer all of its functions, rights and powers of granting or withholding approval, permission or consent and its other functions, rights, powers and responsibilities under Sections 4, 5, 6, 7, 8, 10, and 11 to the Estates at Pillar Peak's Homeowners Association. The Homeowners Association shall delegate design and compliance issues to the Architectural Control Committee consisting of not less than three (3), but not more than five (5) members, each of whom must be a lot owner.

The Architectural Control Committee may delegate to one of its members any or all of the functions and powers of the committee and until such delegation is revoked or modified the action of the member to whom such delegation is made shall constitute the action of the committee for the purposes of these covenants.

The committee may take action without a meeting by a written statement signed by the members of the committee.

The Architectural Control Committee shall develop policies for allowable architecture within The Estates at Pillar Peak. These policies may cover but not be limited to, building materials, exterior facing, roofing materials, colors, paving, etc. The Architectural Control Committee shall not recommend a material or color which is in direct violation of these covenants, restrictions, by-laws or fire protection plan.

**SECTION 3. Officers and Agents Excused from Liability.** Declarant, the officers and directors, members and agents of Declarant, the Board of Directors of the Homeowners Association and the members of the Architectural Control Committee shall not be liable for any act or decision unless the act or decision is in bad faith.

**SECTION 4. Violations.** The Declarant, the Board of Directors or the Architectural Control Committee may give notice of a violation to the Owner stating the nature of the violation, and the appropriate measures required to correct said violation. If the violation is not corrected as required, the Declarant, Board of Directors or Architectural Control Committee may cause the violation to be corrected and assess the expense to the lot. Entry on any lot necessary to correct the violation shall not be deemed a trespass. The cost so incurred including reasonable attorneys fees to correct the violation shall be paid by the Lot Owner within thirty (30) days. If not paid within thirty (30) days, said cost shall accrue interest at the rate of 12%. Any cost of enforcement shall be a lien on the lot. These remedies shall not limit the right of any lot owner to enforce the covenants.

**ARTICLE VI**  
**COVENANTS FOR ASSESSMENT**

**SECTION 1. Determination by the Board.** It is the duty of the Board of Directors

of the Association to determine the amount of the general assessment for each lot (as defined in Article II. Section 1 (k)). General assessments are due and payable on dates specified by the Board. The Board shall make reasonable efforts to determine the amount of the general assessment and to give written notice of the assessment for each lot to the Owner with due dates of periodic installments to be paid. The Board shall maintain a roster of the lots and the general assessments due and shall make the roster available for the inspection of a Member upon request. Assessments may be collected on a monthly, quarterly, semi-annual, or annual basis at the discretion of the Board.

**SECTION 2. Owner Responsibility.** Each Owner, whether or not it is expressed in any deed or document of conveyance, agrees to pay to the Association general assessments or charges levied on a monthly, quarterly, or annual basis and special assessment or charges to be fixed, established, and collected from time to time as hereinafter provided. The general assessments, together with costs of collection, shall be a charge on each lot subject to assessment and shall be a continuing lien against the lot upon which such assessment is made. Each assessment, together with interest thereon and costs of collection, in addition to becoming a lien against each lot, shall also be a joint and several personal obligation of the person, group of persons, or entity who was the Owner of such lot at the time when the assessment became due and payable or who acquired ownership thereafter.

**SECTION 3. Purpose.** General or special assessments shall be used to promote the welfare and safety, and to protect the investment of the Owners and residents of the Development. Assessments shall be used for, but not be limited to, the following:

- m) General operating expenses of the Association, including the operation of the central water system;
- n) Management and administration of the Association, including the central water system;
- o) Taxes (both sales, use, and real property taxes levied upon real property owned by the Association);
- p) Insurance costs, including any costs of insurance for the central water system;
- q) Reserves, including reserves for the central water system;
- r) Improvements, including improvements to the central water system; and
- s) Maintenance, including maintenance to the central water system.

**SECTION 4. General Assessments.** The general assessment for each lot shall begin on the first day of the month following the date of purchase or date of contract for deed of the lot by the Owner. Any assessment shall be pro-rated for the balance of the assessment period in relation to the general assessment, which would have been imposed if so subject and shall become due and payable and a lien on the lot.



SECTION 5. Special Assessments. Special assessments, in addition to the general assessments, may be imposed by the Board for capital improvements or capital replacements. Special assessments shall only be levied by a resolution approved by two-thirds of the votes of the property Owners present or represented by proxy at an annual meeting or at a special meeting called for that purpose. Any special assessment shall be on a per lot basis only.

SECTION 6. Reserves. The Board may establish a reserve fund for replacements and for general operating expenses by the allocation and payment monthly or other term of an amount to be designated. Such fund or funds shall be deemed to be a common expense of the Association and shall be deposited in FDIC insured accounts as the Board deems appropriate. The reserve for replacements may be used only for improvements on the property or replacement of improvements or for operating contingencies of a non-recurring nature. The proportionate interest of any lot Owner in any reserve shall be considered an appurtenance to the lot and shall not be separated from the lot which it appertains and shall be deemed to be transferred with the lot.

SECTION 7. Notice of Payment Status. The Board shall, upon request at any reasonable time, furnish to any lot Owner liable for assessment, a certificate signed by an officer or other authorized agent of the Board stating whether and such assessment, whether general and/or special, is paid or unpaid. A charge may be levied for each certificate issued.

SECTION 8. Breach of Payment. Any general or special assessment, including assessments levied by The Estates at Pillar Peak Development Road District and assessments levied for water service, not paid on the date due shall be deemed delinquent, shall accrue interest at 12% per annum. The cost of collection, shall become a lien on the lot. The assessment shall be binding upon each lot Owner, their heirs, devisees, personal representatives, and assigns. The obligation of an Owner to pay an assessment shall remain his or her obligation until paid.

## **ARTICLE VII** **GENERAL**

SECTION 1. Administration. Covenants shall be administered by the Board of Directors of the Estates at Pillar Peak Homeowners Association. Until such time as sixty-two (62) lots have been sold, Declarant shall act as the Homeowners Board of Directors. The Board is empowered and has the right to implement, provide, perform, and to enforce any or all of the following within the Development;

- a) All of the provisions in this Declaration of Restrictive Covenants, the Articles of Incorporation, and the By-Laws of The Estates at Pillar Peak Homeowners Association, Inc.
- b) Reasonable rules and regulations, which Owners, their families, guests, and visitors shall comply with.

- c) Penalties for violations of rules, regulations, and failure to pay assessments.
- d) Constructions, improvements, and maintenance to any Association property necessary.
- e) Contract with third parties for necessary services.
- f) Purchase or lease of any equipment necessary for construction, maintenance, or improvements.
- g) The amount, payment period, payment schedule, and levy assessments pursuant to these covenants.

SECTION 2. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors, and assigns. This Declaration may be amended at any time, except where permanent easements or other permanent rights of interest are created by an instrument signed by the present owners of two-thirds of the sixty four lots. No such amendment shall be effective unless written notice of the proposed amendment is sent to every Owner and Declarant 30 days prior to action being taken on the proposed amendment. For so long as Declarant retains ownership of one or more lots within the Development, it shall retain a veto power over any proposed amendments to this Declaration.

SECTION 3. Notices. Any notice required to be sent to any Owner of a lot or any first mortgagee, shall be deemed to have been given when mailed by first class mail to the Owner or mortgagee at the address appearing on the records of the Association at the time of the mailing. It shall be the duty of each Owner to provide written notice of addresses or changes of address to the Association.

SECTION 4. Enforcement.

- a. If any person violates any of the covenants, the Declarant, the Association or any lot Owner may initiate proceedings to enforce the covenants and recover such damages as are appropriate.
- b. If an assessment is not paid within 30 days after the due date, the Association may bring action against the Owner. The Association may also foreclose a lien against the lot in the amount provided by law. In either event, the Association shall recover from the Owner or out of the proceeds of a foreclosure, accrued interest and costs of collection, including but not limited to, reasonable attorney's fees. No Owner may waive or otherwise escape liability for assessments provided for in the Declaration by non-use or abandonment of his lot.
- c. All unpaid assessments are a lien on said lot.
- d. Invalidation of any of the covenants by court order shall not invalidate any of the remaining covenants.

SECTION 5. Binding Effect and Compliance. Each Owner, the Owner's heirs and assigns, or any person acquiring any rights or privileges therefrom shall be fully

bound by and shall comply with the provisions of this Declaration, by the Bylaws and Articles, decisions and resolutions of the Board or their authorized agent.

**ARTICLE VIII**  
**THE ESTATES AT PILLAR PEAK FIRE PROTECTION PLAN**

SECTION 1. Ingress and Egress.

- Primary access to the property will be from Pillar Peak Place to Aspen Hollow Ct and the dedicated public road through the Estates at Pillar Peak subdivision.
- Emergency exits will be provided to the west and east as identified on the plat as such and listed in the covenants.
- All primary roads will be initially built as a gravel road, the final road surface shall be asphalt; both road type will be constructed to Lawrence County specifications.
- Lot owners shall construct driveways with a minimum 12-foot gravel surface and a minimum 15-foot vertical clearance.
- Any gates on lot owner driveways will be 30 feet back from the primary main road to allow fire equipment room to pull off the road and park.

SECTION 2 . Water Storage.

- Water for development use will be provided by a well.
- Once the well is drilled a minimum 30,000-gallon water storage tank will be installed and water provided to lot line using a 6-inch supply line.

SECTION 3. Hydrants.

- Hydrants will be installed on the main water line a approximately 500 feet apart for emergency access.

SECTION 4. Tree Thinning.

- Tree thinning will be completed to establish fire break at the 66 foot road right of ways and the property will have trees harvested to reduce fuels and keep fire from crowning by opening up the tree canopy.
- Also, as advised by South Dakota Department of Agriculture - Wild Fire Suppression, clearing of the excess fuels remaining after commercial logging operations will be completed prior to request of final plat approval.
- All regeneration material will be removed of and disposed of either off site or by chipping all material and scattering on site.
- At no time shall any cut or downed trees be allowed to lie on any private or commonly owned land. Owners are responsible to remove any and all downed trees regardless of caliper from their lots.

## SECTION 5. Maintenance.

- Lot owners shall continue to maintain their lots to keep fuels down and the tree canopy open. Firebreaks will be maintained on the 66-foot road right of ways and around structures built on lots.
- The covenants also will require the homeowners association to maintain all public right of ways including designated emergency escape routes.
- In addition the homeowners association will be responsible for the maintenance and service of the water system and hydrants.

## SECTION 6. Defensible Space and Building Standards.

- Lot owners shall maintain an area of defensible space by a process of continuous thinning of trees and brush as recommended by the South Dakota Department of Agriculture -Wild Fire Safety Guidelines.
- Also, when feasible, lot owners shall refer to the Urban/Wildland Interface Code for the construction of any structures. Specifically lot owners shall construct roofs and overhanging eave soffits with non-combustible material, i.e. no wood shingles. Glass shall be tempered and/or double pane especially on the downhill side, hi addition, vents will be made of metal screening of J/4 inch or smaller.
- Living trees naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut down or removed from any property.
- All homes are to be built of fire resistant materials.
- Flat roof homes where leaves, needles or other flammable debris can accumulate will not be allowed.
- Keep all roofs free of debris.
- Roof cover should be concrete shingles, metal, or at a minimum shall have a UL Class A fire resistance rating. Asphalt and/or fiberglass shingles that meet this rating shall have a simulated random surface variation of natural roofing materials. Wood Shakes are expressly prohibited.
- Any open spaces around footings and foundations shall be enclosed. If left open they can trap burning embers being carried by the wind.
- All residences shall maintain a mowed and watered lawn around the residence on all sides to create a "green" safety zone.
- Stack firewood in an open area. Firewood piles shall not be larger than 4 feet by 15 feet. No firewood is permitted to be stored under porches or decks. This creates a fire hazard for the homeowners and neighbors.
- Thin trees within 30 feet of the home site on level ground. Adequate thinning is reached in the 30-foot area when the tree crowns do not touch each other. After thinning, trees remaining within two tree heights of structure should be pruned of dead, limbs to a height of 10 feet.
- Plant landscaping material that will minimize the "ladder" effect. This is described as vegetation that may allow a fire to burn from ground level to lower tree branches. Maintain a mixture of tree species.
- Expressly prohibited are combustible materials for exterior finishes; shiny

exterior sidings such as plastic or steel siding. The exterior finish should have earth tones.

**THE ESTATES AT  
PILLAR PEAK ROAD DISTRICT**

Section 1. Form of Government. The Estates at Pillar Peak Road District is established and governed by SDCL § 31-12A et. seq.

Section 2. Jurisdiction. The land subject to the Road District is as follows:

LOTS 1 THRU 64 OF THE ESTATES AT PILLAR PEAK, A  
SUBDIVISION OF TRACT 1 OF THE ESTATES AT PILLAR  
PEAK, LOCATED IN THE NE1/4 AND THE N1/2SE1/4 OF  
SECTION 20, THE W1/2NW1/4 AND THE NW1/4SW1/4 OF  
SECTION 21, ALL IN T.5N., R.4E., B.H.M., LAWRENCE  
COUNTY, SOUTH DAKOTA

Section 3. Governing Board. The governing body of the Road District shall be the Board of Trustees and shall consist of three (3) Trustees elected at large from among the landowners of the District who shall respectively hold their offices, one for a term of one (1) year, 1 for a term of two (2) years, and one for a term of three (3) years. The person having the highest number of votes shall serve for a term of three (3) years, the person receiving the second highest number of votes shall serve for a term of two (2) years, and the person receiving the third highest number of votes shall serve for a term of one (1) year.

Section 4. Rules and Regulations. The Road District shall be governed by SDCL 31-12 et. seq. and such other rules and regulations adopted by the Trustees.

Section 5. Annual Election. There shall be elected annually one (1) Trustee for a term of Three (3) years. The election shall be held at such time and place as determined by the Trustees. Any Trustee to be elected shall be nominated by filing with the Trustees not less than fifteen (15) days before the annual election, a certificate of nomination for the office of Trustee. The certificate shall be in writing and shall contain the name of the candidate, residence, business address, and the office for which the candidate is named and shall be signed by at least 5% of the qualified voters of the district.

Section 6. Powers of the Board of Trustees.

The Board of Trustees is empowered to:

- f) Appoint a treasurer and clerk, an engineer, attorney, and other employees for the Road District and fix their compensation. These officer shall hold their respective offices at the pleasure of the Board, and be bonded for the faithful performance of their duties as may be required by the Board;
- Sue and be sued and contract in the name of the District;
  - Adopt a Corporate Seal;
  - Construct roadways and maintain them and control noxious weeds thereon;
  - Borrow money, levy taxes and special assessments, and issue bonds pursuant to SDCL § 31-12A-23;
  - Establish speed and weight limits and other restrictions on road districts under the Road District's jurisdiction in accordance with the provisions of SDCL § 31-14-3 to 32-14-7, inclusive, and 32-22-47 and 32-25-9.1;
  - Pass all necessary ordinances, resolutions, orders, rules and regulations for the proper management and conduct of the business of said Road District, and to carry into effect the ordinances, order, resolutions, orders, rules and regulations of said Road District for the business for which such district is formed, in accordance with SDCL § 31-12A-22;
  - Adopt a resolution, pursuant to SDCL § 31-12A-28, providing for the dissolution of the District and the disposition of all unencumbered assets and assets which may thereafter accrue of said Road District. Prior to adopting such resolution, the Board shall give notice and conduct hearings as it deems necessary. Any party feeling aggrieved by the decision of the Board may appeal to the Circuit Court;
  - Cause the amount of any charges, and interest and penalties thereon, for Road District service rendered or made available to any land within and part of the District, which are due and unpaid on the first day of October in each year to be certified by the Secretary to the County Auditor in a manner provided in SDCL § 10-12-7;
  - The Board of Trustees shall have all the powers authorized by law. The enumeration of power set forth above is by way of illustration, and not by way of limitation.

Section 7. Construction of Roads. All proceedings for constructing and maintaining roads, borrowing money, making special assessments and issuing of bonds shall be in accordance with state law.

Section 8. Personal Interest. No trustee or employee of a road district may be directly or indirectly interested in any contract, work, or business of the district, or the sale of any article, the expense, price, or cost of which is paid by the district, nor in the purchase of any real, personal, or other property belonging to the district, or which shall be sold for taxes or assessments, or by virtue of legal process at the suit of the district. No trustee may be a joint or co-owner of land in the road district with an employee of the Road District.

Section 9. Enforcement of Vehicle and Traffic Regulations. Any road constructed or maintained by the Road District is a public highway, and any speed limits, vehicle

weight limits, and any other vehicle or traffic regulations on such roads may be enforced by any law enforcement officer.

Section 10 . Road Work Projects Outside District's Area. The District may contract for and expend District funds for road work projects to be constructed outside the geographical area of the Road District, if the Board of Trustees approves that action by a two thirds vote of the membership. If persons outside the District area would also benefit from such a project, the Board may negotiate with and accept funds or any other assistance from any person on the basis and terms negotiated.

Section 11. Compensation of Trustees. The members of the Board of Trustees shall serve without compensation.

Section 12. Regular Meeting of the Board. The regular meetings of the Trustee shall be held on such dates set by the Trustees. A majority of the Trustees shall constitute a quorum. A majority vote shall ve required for any action of the Trustees.

Section 13. Special Meetings. Special meeting of the Trustees shall be called when necessary. Special meetings may be held at any time upon written notice to the Board members. Notice of such special meeting shall be given either personally or by notice left at his or her residence, to each Trustee at least seventy-two hours (72) before such special meeting is held unless a waiver of notice is obtained before or at such special meeting. The notice required shall state the date and hour of the meeting and the purpose for which such meetings are called, and no business shall be transacted as such meeting, except as stated in the notice.

Section 14. Record of Proceedings. The Trustees shall keep a complete account of all of its proceedings.

Section 15. Meetings Open to the Public. Meetings of the Trustees shall be open to the public.

Section 16. Executive Sessions. From time to time, the Trustees may, by motion, close for executive session for purposes permitted by law. Thereafter the Trustees shall reconvene an open meeting to take such actions as may be appropriate.

Section 17. Committees. The Trustees may appoint from time to time such committees as may be necessary for the transaction and administration of the affairs of the District.


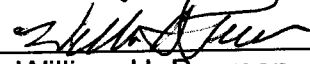
Section 18. Bonds. Bonds of the District officials and employees, unless otherwise provided for by state law, shall be fixed annually by the Trustees. The costs of said required bonds will be financed by the District.

Section 19. Dissolution of Road District by Petition of the Voters. A majority of the qualified voters of the Road District may petition a court of competent jurisdiction for

the dissolution of the Road District pursuant to SDCL 31-12A-27.

DATED this 26 day of March, 2010.

PILLAR PEAK, LLC

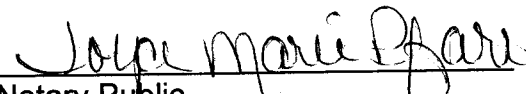
  
By:   
William H. Pearson, General Manager

STATE OF SOUTH DAKOTA    )  
  )ss.  
COUNTY OF LAWRENCE    )

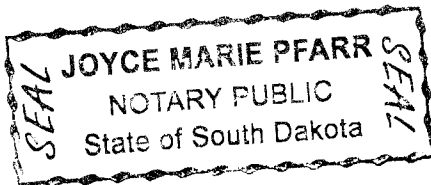
William H. Pearson, being first duly sworn on oath states that he is the General Manager of Pillar Peak, LLC (Declarant) and has subscribed to the foregoing Amended Declaration of Covenants, Conditions, Restrictions and Reservations for The Estates at Pillar Peak and the Estates at Pillar Peak Road District; that he has read the same and knows the contents thereof, and approves the same for the purposes set forth therein.

  
\_\_\_\_\_  
William H. Pearson

Subscribed and sworn to before me this 26 day of March, 2010.

  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES: 08/14/2012  
(SEAL)





**AMENDED  
BY-LAWS OF THE ESTATES AT PILLAR PEAK  
HOMEOWNERS ASSOCIATION, INC.**

*LTC 57373*

**ARTICLE I  
OFFICES**

The principal office of the Association shall be located at 20826 Radio Tower Road. Deadwood, South Dakota, 57732. The Board of directors shall have the power and authority to establish and maintain a branch or subordinate office at any other location within or without the State of South Dakota.

**ARTICLE II  
MEMBERS**

SECTION 1. Annual meeting of Members. The Annual Meeting of the members shall be held at a place specified by the Board of Directors.

SECTION 2. Special Meetings. Special meetings of the members, for any purpose of purposes, unless otherwise prescribed by statute, may be called by the Board.

SECTION 3. Place of Meetings. The Board may designate any place as the place of meeting for any annual or special meeting.

SECTION 4. Notice of Meeting. Written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than thirty (30) days before the date of the meeting, personally, by mail, e-mail or otherwise authorized by the Board. If mailed, such notice shall be deemed to be delivered two (2) days after deposited in the mail addressed to the member at his address as it appears on the books of the corporation.

SECTION 5 . Closing of Books or Fixing of Record Date. For the purpose of determining members entitled to notice of the Board may provide that the books shall be closed for a stated period but not to exceed, in any case, thirty (30) days. In lieu of closing the books, the Board may fix in advance a date as the record date for any such notice. When a determination of members entitled to notice has been made, such determination shall apply to any adjournment.

SECTION 6. Voting Record. The office or agent having charge of the books for members of the association shall make a complete record of the members entitled to vote at each meeting with the address of each. Such record shall be produced and

kept open at the meeting and shall be subject to the inspection of any member.

SECTION 7. Quorum. A majority of the members of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum. The members present at a duly quorumed meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 8. Proxies. At all meeting of members, a member may vote in person or by proxy executed in writing by the member. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. Voting. Each lot is entitled to one (1) vote.

### **ARTICLE III** **BOARD OF DIRECTORS**

SECTION 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure, and Qualifications. The Board of Directors shall consist of no less than three and no more than five (5) people. A Director must be an owner of a lot. The Board terms shall be two (2) years. Board members shall ve elected at the annual Homeowners Association meeting.

SECTION 3. Meetings. The Board shall establish its meeting schedule.

SECTION 4. Special Meetings. The Board may call a special meeting when requested by a lot owner or the Board.

SECTION 5. Notice. Ten (10) days notice of any special meetings shall be given as provided in Section 4. Said notice shall state the purpose, place and date of the meeting.

SECTION 6. Quorum. A majority of the Directors shall constitute a quorum.

SECTION 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

SECTION 8. Action Without a Meeting. Any action required or permitted to be taken by the Board may be in writing in lieu of a meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the Board.

## **ARTICLE IV** **OFFICERS**

SECTION 1. Numbers. The officers of the corporation shall be a President, a Vice President, and a Secretary/Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board.

SECTION 2. Election and Term of Office. The officers of the corporation to be elected by the Board. Each officer shall hold office until successor shall be have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by majority vote of the Board.

SECTION 4. Vacancies. A vacancy in any office shall be filled by the Board.

SECTION 5. The President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control the business affairs of the corporation. He shall, when present, preside at all meetings of the members and the Board. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. The Vice President. In the absence of the President or in the even of his death, inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the power of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or the Board.

SECTION 7. The Secretary/Treasurer. The Secretary /Treasurer shall:

- A. Keep minutes of the proceedings of the members and the Board;
- B. See that all of the notices are duly given in accordance with the provisions of these By-laws;
- C. Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly

- authorized;
- D. Keep a register of the post office address of each member;
  - E. Have general charge of the books of the corporation; and
  - F. In general, perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President or by the Board;
  - G. Have charge and custody of and be responsible for all funds and securities of the corporation;
  - H. Receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be designated by the Board.

SECTION 8. Salaries. No salaries shall be paid to the officers.

SECTION 9. Committees. The only standing Committee of the Association shall be the Architectural Control Committee. Each member of the Architectural Control Committee must be either a Declarant or lot owner. The Board may create from time to time such other committees as they shall deem necessary.

The Architectural Control Committee shall be responsible for reviewing all plans for construction within The Estates at Pillar Peak Development; to ensure compliance with the provisions of the "Declaration of Covenants, Conditions, Restrictions and Reservations for The Estates at Pillar Peak Development" and to advise the Board of Directors on the same. The Board shall be the ultimate arbiter of the compliance of such plans.

**ARTICLE V**  
**CONTRACTS, DEPOSITS AND BOOKS AND RECORDS**

SECTION 1. Contracts. The Board may authorize any Director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation.

SECTION 2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board.

SECTION 3. Liability. No Director of this corporation shall be liable for any unauthorized distribution of assets if he acted in good faith.

**ARTICLE VI**  
**ASSESSMENTS**

SECTION 1. Annual Assessment. The Directors shall annually establish any assessment for reasonable maintenance including the central water system, insurance or other financial need of the Association. The assessment shall be equally assessed against the lot. A notice of assessment shall be sent to each member. Payment terms shall be specified in the notice. At least 30 days shall be given for payment. Interest shall accrue on late payments at the rate of 12% per annum.

SECTION 2. Assessment as Lien. The assessment shall be a lien against each lot. The corporation may foreclose its lien including reasonable legal fees or sue the lot owner for the amount of the assessment, together with reasonable legal fees.

SECTION 3. Lien Follows Property. Transfer of any lot shall not extinguish any lien for unpaid assessments.

**ARTICLE VII**  
**DIVIDENDS**

The Board of Directors may not declare and the corporation may not pay dividends.

**ARTICLE VIII**  
**CORPORATE SEAL**

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal". The seal shall be stamped or affixed to such documents as may be prescribed by law or custom or by the Board of Directors.

**ARTICLE IX**  
**WAIVER OF NOTICE**


Whenever any notice is required to be given to any member or Director of the corporation under the provisions of these By-laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE X  
AMENDMENTS**

These By-Laws may be altered, amended or repealed by a sixty percent (60%) majority of the present owners of the lots. However, the Declarant may amend the By-Laws at any time until sixty-two (62) lots have been sold.

DATED this 26 day of March, 2010.

PILLAR PEAK, LLC

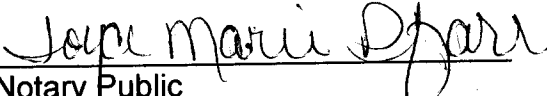
  
By: William H. Pearson  
William H. Pearson, General Manager

STATE OF SOUTH DAKOTA    )  
  )ss.  
COUNTY OF LAWRENCE    )

William H. Pearson, being first duly sworn on oath states that he is the General Manager of Pillar Peak, LLC, and has subscribes to the foregoing Amended By-Laws of The Estates at Pillar Peak Homeowners Association; that he has read the same and knows the contents thereof, and approves the same.

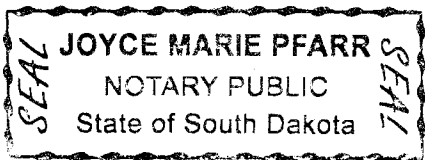
  
William H. Pearson

Subscribed and sworn to before me this 26 day of March, 2010.

  
Notary Public

MY COMMISSION EXPIRES: 08/14/2012  
(SEAL)

Prepared by:  
Steven M. Christensen  
Attorney at Law  
PO Box 583  
Deadwood, SD 57732  
(605)578-1953



Prepared by:  
John R. Frederickson  
FREDERICKSON LAW OFFICE, PC  
PO Box 583  
Deadwood, SD 57732  
(605) 578-1903



SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS FOR THE ESTATES AT  
PILLAR PEAK DEVELOPMENT

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR THE ESTATES AT PILLAR PEAK DEVELOPMENT is made and entered into this 27<sup>th</sup> day of July, 2016, by Pillar Peak, LLC, with a mailing address at PO Box 631, Deadwood, South Dakota 57732, hereinafter referred to as "Declarant/Developer."

**WHEREAS**, Declarant owns the following described real property, to-wit:

LOTS 1 THRU 64 OF THE ESTATES AT PILLAR PEAK, A SUBDIVISION OF TRACT 1 OF THE ESTATES AT PILLAR PEAK, LOCATED IN THE NE1/4 AND THE N1/2SE1/4 OF SECTION 20, THE W1/2NW1/4 AND THE NW1/4SW1/4 OF SECTION 21, ALL IN T5N, R4E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA

*\* See Attached Exhibit A*

Which shall hereinafter be referred to as the "Development."

**WHEREAS**, the Declarant has replatted the Development consolidating Lots 35-64 into "Tract 1A" of the Estates at Pillar Peak, a subdivision of Tract 1 of the Estates at Pillar Peak, located in the NE1/4 and the N1/2NE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in T5N, R4E, B.H.M., Lawrence County, South Dakota;

**WHEREAS**, the above-described property is subject to a Declaration of Covenants, Conditions, Restrictions and Reservations as amended by Document No. 2010-01435; and

**WHEREAS**, Declarant intends to amend the Declaration of Covenants, Conditions, Restrictions, and Reservations upon the Development a second time, which will exclude Tract 1A from the Development and application of the existing Covenants; and

**WHEREAS**, by excluding Tract 1A of the Development, the Covenants shall not be applicable, binding or enforceable against Tract 1A in the Development except as provided herein; and

**WHEREAS**, the Declarant provided written notice of the proposed amendment to the Covenants to every Lot Owner on May 17, 2016, at least thirty (30) days prior to action being taken; and

**WHEREAS**, a meeting of the Pillar Peak Homeowners Association ("HOA") was held at 2:00 p.m. MDT, in Deadwood, South Dakota, and the Developer and the HOA approved by affirmative vote of a two-thirds (2/3) majority of the homeowners present at the meeting, a motion that the Covenants shall not apply to Tract 1A of the Development except as provided herein, and if certain deed restrictions were incorporated into the Warranty Deed and be binding upon any future owners/purchasers of Tract 1A; and

**WHEREAS**, the purchasers of Tract 1A and the HOA agreed that the deed restrictions on Tract 1A may be enforced by the HOA;

**NOW, THEREFORE**, the Declarant does hereby amend the Declaration of Covenants, Conditions, Restrictions and Reservations as follows:

1. The legal description of the Declaration of Covenants, Conditions, Restrictions, and Reservations shall only be applicable, binding and enforceable against Lots 1-34 of the Development, except as provided in that certain Agreement Regarding Covenants, Road District Membership and Water System Use, as set forth in paragraph 3 below.

2. Tract 1A shall not be subject to the Declaration of Covenants, Conditions, Restrictions, and Reservations for the Estates at Pillar Peak Development as amended except as provided herein, and the legal description of the Development to which the Covenants shall apply is as follows:

LOTS 1 THRU 34 OF THE ESTATES AT PILLAR PEAK, A SUBDIVISION OF TRACT 1 OF THE ESTATES AT PILLAR PEAK, LOCATED IN THE NE1/4 AND THE N1/2SE1/4 OF SECTION 20, THE W1/2NW1/4 AND THE NW1/4SW1/4 OF SECTION 21, ALL IN T5N, R4E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA.

3. If the owner of Tract 1A elects to subdivide Tract 1A, the following provisions shall be effective upon the final approval of the plat effecting such subdivision:

A. Any resulting lot which is less than ten (10) acres in area and adjacent to any portion of the Development Property shall be eligible to apply for membership in the HOA. Such application shall be subject to approval of at least 60% of the HOA membership, and the HOA may require that any improvements on the applicant lot (including but not limited to water system, fire prevention and protection, electrical service, roads, septic systems, building and other structures) be in accordance with county, state and HOA requirements and regulations. If such resulting lot is accepted as a Member of the HOA, it shall



become subject to the Declaration, and the Declaration shall be amended accordingly.

B. Any resulting lot of any size which is directly accessed by a road maintained by the Road District shall become a separately-assessed lot in the Road District.

C. The extension of the system to a new lot line will be in strict accordance with county and state requirements, and the cost of such extension will be borne by the new lot owner. Developer represents the HOA water system was designed to serve 64 separate lots and it is thus anticipated that if Tract 1A is subdivided, the water system will have the capacity to serve all resulting subdivided lots.

D. The remainder of Tract 1A shall be unaffected and continue to be subject to the terms of Sections A, B, and C above.

4. These covenants are further amended to strike any reference to Incorporation or Corporation designation because a corporation has not been formed under the laws of South Dakota at this time.

5. Other than as specifically amended herein, the Declaration of Covenants shall remain in full force and effect against the property identified in paragraph 2 above and not excluded by this Second Amendment in all respects.

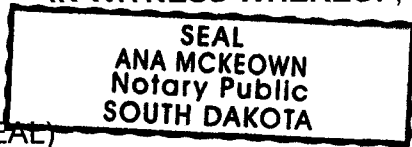
Dated this 27 day of July, 2016.

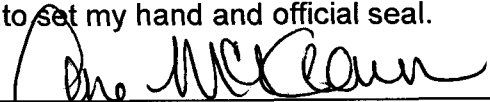
  
William Pearson, Declarant/Developer

STATE OF SOUTH DAKOTA     )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this 27 day of July, 2016, before me, the undersigned officer, personally appeared William Pearson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL) 

  
Notary Public  
My commission expires: March 23, 2018

*Ernie Rupp* vice president

Ernie Rupp, Vice President of the  
Estates at Pillar Peak Development  
Homeowners Association

STATE OF SOUTH DAKOTA    )  
  ) SS.  
COUNTY OF LAWRENCE    )

On this 27 day of July, 2016, before me, the undersigned officer,  
personally appeared Ernie Rupp, known to me or satisfactorily proven to be the person  
whose name is subscribed to the within instrument and acknowledged that he executed  
the same for the purposes therein contained.

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

*Ana Mckeown*

Notary Public

My commission expires: March 23, 2018

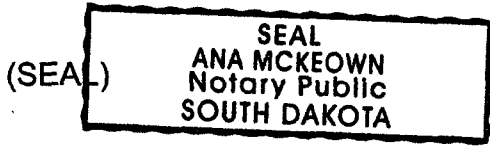
(SEAL)    SEAL  
          ANA MCKEOWN  
          Notary Public  
          SOUTH DAKOTA

Arlan C. Emmert by lot #6A  
By Ernie Rupp  
Ernie Rupp, as Attorney-in-Fact for  
Arlan Emmert

STATE OF SOUTH DAKOTA     )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this 27 day of July, 2016, before me, the undersigned officer, personally appeared, Ernie Rupp, as Attorney-in-Fact for Arlan Emmert, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Ana Mckeown  
Notary Public  
My commission expires: March 23, 2018

[This space intentionally left blank]

*Arlan C Emmert by*  
By *Ernie Rupp T.O.A. lot #2A*  
Ernie Rupp, as Attorney-in-Fact for  
Arlan Emmert

STATE OF SOUTH DAKOTA     )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this 27 day of July, 2016, before me, the undersigned officer, personally appeared, Ernie Rupp, as Attorney-in-Fact for Arlan Emmert, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL) 

SEAL ANA MCKEOWN Notary Public SOUTH DAKOTA
--

*Ana Mckeown*  
Notary Public  
My commission expires: March 13, 2018

[This space intentionally left blank]

Tabb Bertrand LOT 13  
Tabb Bertrand

STATE OF SOUTH DAKOTA     )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this 27 day of July, 2016, before me, the undersigned officer, personally appeared Tabb Bertrand, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL) 

SEAL ANA MCKEOWN Notary Public SOUTH DAKOTA
--

Ana Mckeown  
Notary Public  
My commission expires: March 23, 2018

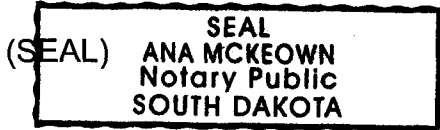
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Connie Freitag Lot 17  
Connie Freitag

STATE OF SOUTH DAKOTA     )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this 27 day of July, 2016, before me, the undersigned officer, personally appeared Connie Freitag, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Ana McKeown  
Notary Public  
My commission expires: March 23, 2018

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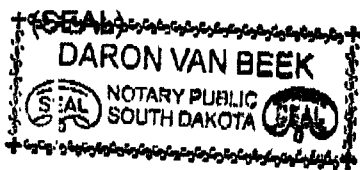
Marlene Slotthuber  
Wayne Sloughtheber  
MARLENE SLOTHUBER Lot # 4A

STATE OF SOUTH DAKOTA    )  
  ) SS.  
COUNTY OF LAWRENCE     )

On this 28<sup>th</sup> day of July, 2016, before me, the undersigned officer, personally appeared ~~Wayne Sloughtheber~~ MARLENE SLOTHUBER known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Daron Van BEEK  
Notary Public  
My commission expires: 6-7-2020  
514757



[This space intentionally left blank]

San  
605-578-3078

**Limited Power of Attorney**

I, ARLAN EMMERT of STURGIS (City), SD (State),  
appoint ERNIE RUPP of STURGIS (City), SD (State),  
as my attorney-in-fact to act on my behalf for the purpose(s) of:

AGREEMENT REGARDING COVENANTS ROAD  
DISTRICT MEMBERSHIP AND WATER SYSTEM  
USE WITH BILL PEARSON, BRIAN LINNEMAN  
ET. AL. RELATED TO ESTATES AT PILLAR PEAK

This power of attorney starts to be effective on 22 JUL 2016, and shall continue until  
20 AUG 2016 I grant my attorney-in-fact full authority to act in any reasonable and  
necessary manner for the purpose of exercising the above powers. I ratify all lawfully  
performed acts by my attorney-in-fact in exercising those powers. I agree that any third  
party who is given a copy of this power of attorney may act relying on it. I agree that  
revocation of this power of attorney is effective as to a third party only upon receipt of  
actual notice by the third party. If because of reliance on this power of attorney, a third  
party suffers any loss; I agree to indemnify the third party for the loss.

Signed this 22nd day of JULY, 2016.  
State of SOUTH DAKOTA

Signature of [Signature], Principal

By accepting this appointment and acting under it, the attorney-in-fact (agent) assumes  
the legal responsibilities of an agent.

Signature of [Signature], Attorney-in-Fact

Witness the following signature and seal, this 22 day of July, 2016.



Signature of Principal: [Handwritten Signature]  
Signature of Appointee: [Handwritten Signature]

NOTARY PUBLIC WITNESS

STATE OF: South Dakota CITY OF Sturgis, I,  
the undersigned, a Notary Public in and for the City and State aforesaid, do certify that  
ERLIE LIPP whose name is signed to the foregoing Limited Power of  
Attorney, bearing date of this day of July 22, 2016 has acknowledged the  
same before me in my City and State aforesaid. Given under my hand this 22 day  
of July, 2016

Signature: [Handwritten Signature]

MY COMMISSION EXPIRES: March 23, 2018



## **Exhibit A**

Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations for the Estates as Pillar Peak Development

### **Legal Description:**

Lot 1A, formerly Lot 1 of the Estates at Pillar Peak, Formerly Lot 1 of The Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2005-7918

Lot 2A and Lot 6A of formerly Lots 2 and 6 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2013-2963

Lot 3A and Lot 4A, formerly Lots 3 and 4 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2014-5440

Lot 5 and Lot 14 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2007-3253

Lot 7 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2013-2189

Lot 8 and Lot 9A formerly a part of Lot 9 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota

Lot 10 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2005-7196

Lot 12A formerly Lot 12 of the Estates at Pillar Peak and a part of the Remainder of Tract 1 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2012-757

Exhibit A Amended Covenants legal description

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Lot 13 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2004-118

Lot 15 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2009-4403

Lot 16 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2010-1434

Lot 17 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2010-2996

Lot 18 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2006-1418

Lot 19 and Lot 20 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2005-7311

Lot 22 and Lot 26 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2016-990

Lot 27 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2014-3570

Lot 31 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2016-2977

Exhibit A Amended Covenants legal description

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Lot 34 of the Estates at Pillar Peak, a subdivision of Tract 1 of The Estates as Pillar Peak, located in the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 2015-4310

Prepared by:  
Reed C. Richards  
Attorney at Law  
P.O. Box 373  
Deadwood, S.D. 57732  
578-2572



Doc#:2005-07487  
Recording Fee: \$ 82  
Date:11/17/2005 Time:09:00  
Lawrence County  
Register of Deeds

*Sheree L Green*  
Deputy

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR  
THE ESTATES AT PILLAR PEAK DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR THE ESTATES AT PILLAR PEAK DEVELOPMENT is made and entered into this 7th day of July, 2005, by Pillar Peak, LLC, with a mailing address at PO Box 631, Deadwood, SD 57732, hereinafter referred to as "Declarant".

WHEREAS, Declarant owns the following described real property, to-wit:

PLAT OF LOTS 1 THRU 64 OF THE ESTATES AT PILLAR PEAK, A SUBDIVISION OF TRACT 1 OF THE ESTATES AT PILLAR PEAK, LOCATED IN THE NE1/4 AND THE N1/2SE1/4 OF SECTION 20, THE W1/2NW1/4 AND THE NW1/4SW1/4 OF SECTION 21, ALL IN T.5N., R.4E., B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA

Which shall hereinafter be referred to as the "Development".

WHEREAS, Declarant intends to impose the following covenants, conditions, restrictions, and reservations upon the Development as hereinafter set forth.

NOW THEREFORE, the Declarant does hereby declare and make the following covenants and imposes the following conditions, restrictions, and reservations, hereinafter "Declaration", upon the Development as legally described above:

ARTICLE I  
PROPERTY SUBJECT TO DECLARATION

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# The Estates at Pillar Peak

## Covenants & By-Laws

Section 1. General Declaration. It is Declarant's intent to subdivide several lots by plat out of the whole of the Development. Declarant intends to sell and convey such lots and as they are sold, each such lot shall become subject to this Declaration and any additional covenants, conditions, restrictions, and private easements as may be imposed upon such lot by Declarant. The lots shall be divided into phases, as listed:

- Phase I: Lots 1-20
- Phase II: Lots 21-34
- Phase III: Lots 35-51
- Phase IV: Lots 52-64

Declarant declares that all of the real property within the Development which shall be subdivided and designated lots shall be limited to single family residential use, shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved or transferred, in whole or in part subject to this Declaration and any additional covenants, conditions, restrictions and private easements as may be imposed by Declarant as amended or modified from time to time.

Section 2. Property Description. The property to be covered by this Declaration shall be any lot conveyed out of the whole of the Development. The Development contains approximately 356.57 acres, more or less in Lawrence County and is generally described as:

PRELIMINARY PLAT OF LOTS 1 THRU 64 OF THE ESTATES AT PILLAR PEAK, A SUBDIVISION OF TRACT 1 OF THE ESTATES AT PILLAR PEAK, LOCATED IN THE NE1/4 AND THE N1/2SE1/4 OF SECTION 20, THE W1/2NW1/4 AND THE NW1/4SW1/4 OF SECTION 21, ALL IN T.5N., R.4E., B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA

## ARTICLE II DEFINITIONS

Section 1. Definitions. The following words, phrases, or terms used in this Declaration shall have the following meanings unless a contrary intent is clearly evident:

- a) *Accessory Building*: Detached garages, patios, swimming pools, sheds, dressing rooms for swimming pools, separate guest houses without kitchen, separate servants' quarters without kitchen and other buildings customarily used in connection with the single-family residence.
- b) *Articles*: Shall mean the Articles of Incorporation of The Estates at Pillar Peak Homeowners Association, Inc. as the same may from time to time be amended or supplemented.

# The Estates at Pillar Peak

## Covenants & By-Laws

- c) *Assessment*: Shall mean a charge levied and assessed as either a general or special assessment against any lot, Owner, or Lessee for the promotion of recreation, health, safety, and welfare of the residents of The Estates at Pillar Peak Development as established by The Estates at Pillar Peak Homeowners Association's Board of Directors in accordance with the Homeowners Association Bylaws.
- d) *Association*: Shall mean The Estates at Pillar Peak Homeowners Association, Inc., a nonprofit corporation organized to administer and enforce this Declaration and to enforce the rights, powers, and duties set forth in this Declaration, its Articles of Incorporation and Bylaws and shall include its successors and assigns.
- e) *Board or Board of Directors*: shall mean the Board of Directors of The Estates at Pillar Peak Homeowners Association, Inc.
- f) *Building Site*: A lot as established by the recorded plat or the combination of two or more lots or portions thereof as approved by Declarant and aggregating not less than two acres.
- g) *Bylaws*: shall mean the Bylaws of The Estates at Pillar Peak Homeowners Association, Inc. as the same may from time to time be amended or supplemented.
- h) *Cost of Collection*: All expenses and charges incurred, including attorney's fees.
- i) *Covenants*: Shall mean the covenants, conditions, restrictions, and reservations set forth in this Declaration.
- j) *Declarant*: Pillar Peak LLC. and their successors or assigns.
- k) *Declaration*: This Declaration of Covenants, Conditions, Restrictions, and Reservations for Land within The Estates at Pillar Peak Development.
- l) *Deed*: A deed or other instrument conveying title to a lot.
- m) *Designee*: Any person designated by a Member to exercise certain rights of such Member.
- n) *Lot*: Any area within The Estates at Pillar Peak Development subdivided as described in Article I out of the whole of such Development, designated as a lot or similar designation on and plat recorded and approved by Declarant.

# The Estates at Pillar Peak

## Covenants & By-Laws

- o) *Lot Lines*: Front, side and rear lot lines shall be the same as defined in the zoning regulations of Lawrence County, South Dakota, in effect from time to time; in the absence of such a definition a front lot line is each boundary line (whether one or more) between the lot and any public street. A side lot line is any boundary line which meets and forms an angle with a public street except that for a corner lot with two front lot lines, the side lot line is the boundary which forms an angle with the street which affords the principal access to the lot.
- p) *Member*: Any person owning, leasing, or otherwise holding or possessing a lot.
- q) *Membership*: A membership in the Association and the rights granted to Owners, Lessees, and Declarant pursuant to the Association's Articles or Bylaws.
- r) *Owner*: (when capitalized) shall mean the record holder of legal title in any lot including contract sellers. In the case of lots, the title to which is vested of record in a trustee pursuant to the laws of South Dakota, legal title shall be deemed to be in the Trustor. An Owner shall include any person who holds record title to a lot in joint ownership with any other person or holds an undivided interest in any lot.
- s) *Road District*: The Estates at Pillar Peak Road District.
- t) *Single Family*: A group of one or more persons living together as a family unit.
- u) *Structure*: Any thing or device other than trees and landscaping, the placement of which upon any building site might affect its architectural appearance including by way of illustration and not limiting any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall or outdoor lighting. Structure shall also mean an excavation or fill the volume of which exceeds five (5) cubic yards or any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters upon or across any lot of which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.
- v) *The Subdivision*: The area subdivided as The Estates at Pillar Peak Subdivision according to the plat recorded in the office of the Register of Deeds of Lawrence County, South Dakota.
- w) *The Estates at Pillar Peak Road District*: The road district created for The Estates at Pillar Peak Development pursuant to the provisions of SDCL 31-12A, et seq.



# The Estates at Pillar Peak

## Covenants & By-Laws

- x) *Visible from Neighboring Property*: With respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of such neighboring property.
- y) *Water System*: The central water system owned and administered by The Estates at Pillar Peak Homeowners Association, Inc.
- z) *Enumeration Inclusive*: A designation which describes parcels or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.
- aa) *Gender and Number*: Whenever the context permits, Owner or Owners shall be deemed to refer equally to persons of both sexes and to corporations, singular to include plural and plural to include singular.

### ARTICLE III RESTRICTIVE COVENANTS

Section 1. Access Drive. Each lot shall be accessed by a private or shared driveway constructed with proper drainage and culverts. All private driveways which cross a ditch, borrow pit, or roadway within the Development and which would obstruct the flow of water through said ditch or borrow pit; must have a culvert installed in the ditch prior to the construction of the driveway. Such culvert shall be a minimum of 12 inches in diameter and the cost thereof shall be borne by the Owner.

Section 2. Animals. No more than a total of four (4), of any combination, of dogs and cats for household enjoyment, not for commercial purpose, shall be allowed. No horses, bovine, buffalo, exotic animals, (llama, etc.), poultry; or swine of any kind shall be raised, bred, or kept on any lot. No commercial kenneling of pets is permitted on any lot. All animals are to be restrained, kept on a leash, or fenced. Fencing shall not be of the chain link or cyclone type.

Section 3. Receivers. All aerial or antenna, including satellite dishes greater than 18" in diameter, for reception of radio or television or other electronic signals shall be maintained so as not to be visible from neighboring property or adjacent streets. Satellite dishes larger than a diameter of 18" will not be allowed.

Section 4. Approval and Conformity. No residence, building, fence, storage shed, pool, spa, or other structure or improvement of any type shall be commenced, erected, or maintained upon the property, there shall not be any additions or changes to the exterior of any residence or other structure except in compliance with plans and specifications approved in writing by the

# The Estates at Pillar Peak

## Covenants & By-Laws

Architectural Control Committee or its representative. All construction must be in accordance with the external design and located in relation to surrounding structures and topography.

At the time of submitting construction plans to the Architectural Control Committee for review and approval, the Owner shall also submit a site plan at 1"=20' which shall show the location of all roads, structures, or buildings, septic tanks, and other improvements, showing the location of each on the lot.

**Section 5. Building Setbacks.** Except with written approval of the Association, no building, porch, eave, overhang, projection or other part of a building shall be located within twenty-five feet (25') of a front or rear lot line, or within twenty-five feet (25') of a side lot line. Such approval may be given only (a) for fireplace projections integral with the building, (b) for eaves and overhangs, (c) for construction which extends less than five feet (5') into the setback area and which the Architectural Control Committee determines to have only minor impact, to be minor in nature and to be in the interest of superior design. Except with written approval of the Architectural Control Committee, no fence more than five feet (5') high and no hedge more than five feet (5') high shall be installed or maintained at any location on a lot which is closer to an adjoining street than the dwelling or any other building situated on the lot. All construction must also conform to the building code, zoning code and subdivision regulations of Lawrence County, South Dakota, which regulations may vary from the provisions of this Section and other Sections.

**Section 6. Changes in Construction.** All exterior changes or additions to the approved plans before, during, or after construction shall be approved in writing by the Architectural Control Committee or its representative prior to the changes or additions being implemented.

**Section 7. Continuity of Construction.** The exterior of all structures started in the Development shall be completed within 12 months of commencement of construction unless completion is prevented by inclement weather.

**Section 8. Dwelling.** All construction shall be new construction, shall be on a permanent foundation, and shall be restricted to family or residential recreation type dwellings with attached or detached garages. No dwelling shall be constructed, erected, or maintained without a minimum of the following finished square footage (excluding garages): 1500 sq. ft.

No dwelling shall be more than two and a half (2-1/2) stories in height. Except with the prior permission of the Architectural Control Committee, accessory buildings and other structures shall not be more than one (1) story in height, no one-story structure, including one-story dwellings, shall be more than twenty-eight feet (28') in height and no two-story structure shall be more than forty feet (40') in height. Height shall be measured from the highest original ground contour at any point adjoining the foundation perimeter of the structure to the highest point on the structure exclusively of standard chimneys. Original ground contour shall mean the

# The Estates at Pillar Peak

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ground contour established during development of the lots and existing immediately prior to commencement of construction of any dwelling or other structure.

All dwellings shall have a minimum of a two-car garage either attached or detached to the dwelling which shall be finished on the exterior in the same manner as the dwelling. All garages are to be built within the same time frame as the home construction.

All un-faced visible surfaces on concrete masonry or concrete foundation walls and piers shall blend unobtrusively with adjacent materials. Surfaces of more than 24 inches in height may not be painted or mortar finish washed, but must receive a stucco, rock, stone, or brick finish.

All plans for construction must be submitted, for written approval, to the Architectural Control Committee or its representative.

No houses shall be moved onto any lot from any other location. Homes constructed of pre-fabricated wall and roof sections are allowed. No mobile or prefabricated homes are permitted.

All structures must be built with fire resistant materials and comply with the latest editions of the local, state, and national building codes, rules, regulations, including, but not limited to the following:

- UBC Standards of the Uniform Building Code
- USFA United States Fire Administration
- NECA National Electrical Code Association
- South Dakota State Plumbing Code

Any tanks (gas, propane, heating, fuel oil) for use in connection with any resident constructed on said property must be sufficiently screened to conceal it from the view of neighboring lots and the road. If the Owner elects to bury said tanks or storage containers, all such storage tanks or containers must meet State and EPA regulations.

Section 9. Easements. Easements for installation and maintenance of utilities, public or private, including water, electric, gas, cable and telephone are reserved within a 20 foot strip adjacent to all lot lines. Special easements may also exist for access to individual lots as described in deed for lots over which such easements shall cross.

Within all such easements, whether public or private, no structure, planning, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, access to individual lots, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all

# The Estates at Pillar Peak

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improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 10. Exterior Colors. The color combinations of exterior materials must be subtle and tasteful to blend with the environment. Earthen tones are required. Extreme contrast in color of paints, stains, and masonry are discouraged. Roofing materials must be of darker tones. All color schemes must be approved in writing by the Architectural Control Committee or its representative. Wood shakes are expressly prohibited.

Section 11. Fences. The construction of any type of fence must have prior written approval of the Architectural Control Committee or its representative. Chain link or cyclone type fencing will not be allowed in the development.

Section 12. Firearms. No Firearms, fire crackers or other fireworks or explosive devices shall be discharged within the Development

Section 13. Fireplaces (Outdoor) and Fires. No outdoor fireplaces, incinerators, open fire pits, or related structures or devices shall be operated except as permitted by applicable State and Federal laws.

Section 14. Garbage and Trash. No garbage or trash shall be maintained on any Lot so as to be visible from neighboring property or any roadway. All garbage and trash will be placed in tightly closed garbage cans of the type normally used in this locality and shall be disposed of at least every seven days. No refuse pile, garbage, or unsightly objects are allowed on any Lot.

Section 15. Gardens. Gardens for domestic consumption only will be permitted. All gardens shall be set back at least 30 feet from any Lot line.

Section 16. Association Membership. Each person who purchases a Lot or enters into a contract for deed to purchase a Lot as described above shall automatically become and thereafter continue to be, while they continue to own a Lot, a member of The Estates at Pillar Peak Homeowners Association, Inc. and shall be bound by all rules and regulations as may be promulgated and approved by said Association.

Section 17. Hunting. No hunting shall be allowed in the Development. No skinning, butchering, or cleaning of any animals may take place within public view.

Section 18. Landscaping. All landscaping must be completed within six months after substantial completion of a dwelling. The extent of landscaping shall be determined by the Lot Owner. All ground disturbed by construction shall be returned to a natural condition or landscaped within six months. All plants used in the landscaping shall take into account water usage.

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Section 19 Logging. Living trees naturally existing upon a Lot may not be thinned or removed in any area except to the extent necessary for residential and road construction purposes or to enhance views and shall not be unnecessarily trimmed or removed from any Lot. However, the foregoing notwithstanding, trees surrounding a home or permissible structure shall be removed or thinned in accordance with The Estates at Pillar Peak Fire Protection Plan.

Section 20. Lot Size. No lot shall be subdivided. However, two or more adjacent Lots may be combined into one Lot and conveyed as one Lot. Replatted Lots, combining two or more adjacent Lots, shall be subject to general and special assessments as a single Lot after the Lots have been replatted and such plat has been filed with the Lawrence County Register of Deeds Office. Should any replatted Lots be subsequently separated and replatted into multiple Lots, any created out of such replat shall be subject to all assessments thereafter levied and shall meet the Lawrence County minimum requirements of two (2) acres.

Section 21. Lot Restrictions. No more than one single family dwelling may be constructed on any lot, parcel, or tract.

Section 22. Mining. Neither derrick nor other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under said property.

Section 23. Nuisances. No Owner of a lot shall permit anything to be done or kept on or within his lot, or on or about the Development, which will obstruct or interfere with the rights of other Owners' occupancy or other authorized persons to use and enjoy the Development. Use and enjoyment includes reasonable noise and barking dogs. No Owner may permit any nuisance not commit or allow an illegal act to occur on their lot.

Section 24. Outdoor Storage. No outdoor storage of any material, firewood containers, automotive accessories, equipment, or other items shall be kept or stored between the home and the roadway(s) fronting the property.

Section 25. Residential Use. All lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot of building site. Owners may rent their homes, not exceeding two weeks per year, at certain times of the year, as established by the Declarant, for 10 years, after the Declarant first conveys a lot in the Subdivision and thereafter, by the Board of Directors to result in a pattern of short-term occupancies of a dwelling by several different non-related users.

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Section 26. Roads. All roads within the Development are for Owners and their guests. No parking is allowed on the roads or utility accesses.

Section 27. Emergency Access. Three emergency access points are located on the development, they are located at each ending cul-de-sac. These accesses are for emergency evacuation only and Owners and their guests shall not use the accesses. The Declarant reserves the right to use the access trails for large/heavy vehicles for home-building, maintenance, etc. to enter the site as to limit any damage to the existing road.

Section 28. Road Paving. Before final platting of any lot, the Declarant shall rough grade all proposed roads. Gravel roads, built to Lawrence County Specifications, shall be installed by The Estates at Pillar Peak Road District when each phase comes up for sale. Upon eighty percent (80%) of the each phase's Lots sold, The Estates at Pillar Peak Road District shall pave with asphalt, as per Lawrence County Specifications, that specific phase's section of roadway.

Section 29. Safe Conditions. Without limiting any other provision in this Article, each Owner shall maintain his lot in a safe, sound, and sanitary condition and repair at all times. Owners shall correct any condition and refrain from any activity which might interfere with other Owners.

Section 30. Sewage Disposal Systems. Only engineered sewage disposal systems shall be permitted in the Development. All sewage disposal systems shall conform to the laws of the State of South Dakota, the County of Lawrence, and all applicable zoning and health requirements otherwise imposed by any governmental agency. All septic tanks must be pumped at least once every three years and evidence of pumping must be provided to the Board of Directors or their agent prior to the annual meeting of the Board following installation of the septic system, and every three years thereafter.

Section 31. Signs. No signs, billboards, or other advertising structures of any kind shall be erected, constructed, or maintained on any lot for any purpose whatsoever except for identification of a residence, road, speed, direction, or sale provided the same complies with the Lawrence County Ordinances. Signs may be directive or informative, and shall not be more than eight square feet in size. Signs erected by the Association are exempt. "For Sale" signs must be removed the day of the sale closing.

Section 32. Temporary Structures. No trailer, basement, tent, shack, garage, barn, or other outbuildings shall be built on any lot for use as a residence, either temporarily or permanently.

Section 33. Utilities. Electrical and telephone service lines are located near the property line. The extension of services from these locations to a residence is the responsibility of the Owner. All utility lines shall be placed underground from the edge of the property line to the

# The Estates at Pillar Peak

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residence. No utility extensions shall be undertaken without notification and written approval by the Board.

Section 34. Vehicles. No more than two properly licensed motor vehicles, trailers, or other type of motorized vehicles, not in normal daily use, may be kept on the exterior of any lot. All vehicles shall be parked in the driveway; at no time will vehicles be allowed to be parked on any lawn or forested area.

Section 35. Violation of Law. No Owner shall permit anything to be done or kept in his or her lot which would be in violation of any local, state, or federal law.

Section 36. Weed Control. The Association shall have the responsibility for the control and elimination of weeds and noxious plants on the Development. Such weed control and weed control products shall be in accordance with appropriate State and Federal laws.

All parcels shall be subject to an annual weed inspection by the Lawrence County Invasive Species Board. The Association shall follow the recommendation of the Lawrence County Invasive Species regarding the control of weeds on each individual lot Owner's property. If an Owner's property requires weed control and the Owner fails to comply after written notice by the Association, the Association or its designee shall thereafter have authority to enter the premises for spraying with the cost of the same to be the responsibility of the individual landowner.

Section 37. Fire Protection Plan. The Owner of any lot shall comply with The Estates at Pillar Peak Fire Protection Plan (Article VIII).

Section 38. All Terrain Vehicles. No ATV's (All Terrain Vehicles), 4x4's, three-wheelers, or any other terrain vehicle shall be driven in the Development's roads unless it is properly licensed for on road use. Unlicensed ATV's may be used on a limited basis on private property for such things as snow removal or lawn mowing, etc. No ATV's may be used on green zone property or commonly owned land without the specific written approval of the Association.

Section 39. Driveway Surfaces. The surface of all private driveways on the individual lots in the Development shall be the same as or comparable to the surface construction of the main roadways in the Development.

Section 40. Leases. Any lease agreements between an Owner and a lessee shall provide that the term of such lease shall be subject in all respects to the provisions of this Declaration, and any failure by the lessee to comply with the terms and provisions of this document shall be a default under the lease. Further, all leases shall be in writing. No short-term leases (i.e., for terms less than month-to-month) shall be permitted and no time-sharing or such other forms of interval ownership will be permitted if such are determined by the Declarant within five (5) years

# The Estates at Pillar Peak

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after the Declarant first conveys a lot in the Subdivision and thereafter, by the Board of Directors to result in a pattern of short-term occupancies of a dwelling by several different non-related users.

Section 41. Exterior Lighting. All exterior lights on any dwelling constructed in the Development shall be consistent with harmonious development and the prevention of lighting nuisances to other lots in the Development, and adhere to "night sky" principals.

### ARTICLE IV CENTRAL WATER SYSTEM

Section 1. Ownership of System. The central water system providing potable water to each residential lot shall be owned, operated, and maintained by The Estates at Pillar Peak Homeowners Association.

Section 2. Administration. The Board of Directors of the Association shall be responsible for the regulation and administration of the water system and shall endeavor to make available to each residence an adequate supply of water under such pressure as will render it available for ordinary household and domestic purposes. The Board of Directors of the Association shall, from time to time, develop such rules and regulations for the utilization of the water system to ensure that an adequate supply of potable water shall be available for household and fire fighting purposes. The Board of Directors may, in its discretion, adopt policies or regulations governing the amount of water which may be used for non-household purposes such as lawn watering, garden irrigation, or other outdoor uses.

Section 3. Annual Assessment and User Fees. The Board of Directors of the Association shall determine the manner and amount of any annual assessment to be imposed upon each lot (as defined in Article II, Section 1 (k)), if any, for the maintenance and operation of the water system. In addition, the Board of Directors shall also determine the amount of any fees to be charged each lot Owner based upon water usage and the frequency for billing the same.

The initial rate of the annual assessment shall be \$250 annually until at least ten Owners are connected to the water distribution system. Sales tax at the applicable South Dakota tax rate will be charged on all assessments and water user fees.

Section 4. Individual Meters and Usage Fees. Each lot Owner shall install a meter of a size and type approved by the Board of Directors to measure the amount of water delivered to each lot. At such intervals as determined by the Board of Directors, Owners will be billed for water usage at a rate determined by the Board of Directors based upon such meter readings. Payment of the water bill shall be due 30 days after receipt of the invoice.



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Section 5. Payment of Annual User Fee and Water Bill. The annual user fee shall be due and payable in advance on or before the 1<sup>st</sup> day of January of each year; with new users to pay in advance for any pro-rated portion of the first year they are connected to the water system. If payment is not made on or before the 1<sup>st</sup> day of each year in advance, or if payment for any periodic water bill is not paid within the time established by the Board for payment of the same; the Association shall have the right to discontinue service to such lot. And at the Association's discretion, may physically separate such lot service line from the main system. Service shall be resumed only after each lot Owner has made all payments, current plus an imposed penalty of \$50 per month for the duration of the delinquent period, plus any reconnection costs incurred by the Association.

Section 6. Distribution Line. The Association shall be responsible for maintenance of the main water distribution line to each individual lot line or the road immediately adjoining each individual lot. Each lot Owner shall install and maintain, at their expense, the service line, curb box, shut-off and connections from the main distribution line to the individual residence. The Association shall not be liable for any costs associated with the service line located on privately owned lots.

Section 7. Conservation of Water. Each lot Owner shall endeavor to make every effort to conserve water. Further, each lot Owner shall abide by the policies and regulations established from time to time by the Association regulating the use of water. The Association shall have the authority to restrict the amount of water that a lot Owner may use if the water supply for the Subdivision becomes impaired or critical for any reason.

Section 8. Service Line. No service lines shall be installed by any lot Owner exceeding one inch inside diameter without prior written consent of the Association Board of Directors. The service line shall not be connected to the main lines unless a representative of the Association is present to complete or inspect the connection.

Section 9. Changes or Reconstruction of System. The Association shall reserve the right and privilege to remodel, change, or reconstruct the water system or water pipes at any time at the Association's option and with as little interruption of service as is reasonably necessary.

Section 10. No private ownership interest. No private Lot Owner shall have any interest in the central water supply system or distribution system beyond its membership interest in the Association. The Association shall be responsible for all expenses connected with the operation and repair of the water system and distribution system and maintenance and operation of the same with the exception of the pipes and accessories and service connections between the primary service lines and any individual Owner's residence.

Section 11 Non-liability of Association. Nothing herein shall be construed to impose any liability upon the Association for any interruption in the water supply or lack of water as a result

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of Acts of God, mechanical failures, breaks in the water line, or other things or reasons which may occur to interrupt water supply service. Further, it is specifically acknowledged and understood that the flow of water furnished by the central water system may not be sufficient to effectively suppress any fire which may occur on any individual property or premises.

Section 12. Right of Entry. The Association or its designee shall have the right of entry upon any individual Lot for all purposes necessary to the construction, maintenance, and operation of the water system serving that specific Lot or other Lots within The Estates at Pillar Peak. The Association shall exercise reasonable care to preserve aesthetic values during and after construction as may be required. The Association shall take reasonable care to avoid unnecessary damage and interference with hedges and conditions as near as may be reasonably possible.

### ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 1. Declarant's Successors and Assigns. Five (5) years after Declarant first conveys a lot in the Subdivision to a purchaser or at such earlier time as Declarant may choose, Declarant shall transfer all of its functions, rights and powers of granting or withholding approval, permission or consent and its other functions, rights, powers and responsibilities under Sections 4, 5, 6, 7, 8, 10, and 11 to an Architectural Control Committee of five (5) members, each of whom shall be an Owner of a Lot in The Estates at Pillar Peak development or an officer, director or employee of Declarant.

Thereafter, any one or more members of the Architectural Control Committee may from time to time be removed and their successor or successors designated by an instrument signed and acknowledged by the Owners of at least fifty percent (50%) of the lots in the Subdivision and filed for record with the Board of Directors.

The Architectural Control Committee may delegate to one of its members any or all of the functions and powers of the committee and until such delegation is revoked or modified the action of the member to whom such delegation is made shall constitute the action of the committee for the purposes of these covenants.

The committee may take action without a meeting by a written statement signed by the members of the committee or by their delegate.

The Architectural Control Committee shall develop policies for allowable architecture within The Estates at Pillar Peak. These policies may cover but not be limited to, building materials, exterior facing, roofing materials, colors, paving, etc. The Architectural Control Committee shall not recommend a material or color which is in direct violation of these

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covenants, restrictions, bylaws or fire protection plan.

Section 2. Officers and Agents Excused from Liability. Declarant, the officers and directors, members and agents of Declarant and the members of the Architectural Control Committee shall not be liable to any party whatsoever for any act or decision unless the act of decision is in bad faith and amounts to fraud.

Section 3 Declarant Can Remedy Violations. Until the time for establishment of the Architectural Control Committee as provided by Section 1, and after its establishment the Architectural Control Committee or Declarant, including an assignee or delegate, may give notice to the Owner of the lot where a breach occurs or which is occupied by the persons causing or responsible for the breach, which notice shall state the nature of the breach, and the intent of the Committee or Declarant to invoke this Section unless within a period stated in the notice, not less than five (5) calendar days, the breach is cured and terminated or appropriate measures to cure and terminate are begun and are thereafter continuously prosecuted with diligence. If the breach is not cured and terminated as required by the notice the Committee or Declarant (whichever gives the notice) may cause the breach to be cured and terminated at the expense of the Owner or Owners so notified, and entry on Owner's property as necessary for such purpose shall not be deemed a trespass. The cost so incurred by the Committee or Declarant shall be paid by the person responsible for the breach and if not paid within thirty (30) days after such Owner has been sent notice of the amount due, such amount, plus interest at the rate of twelve (12%) per annum and plus costs of collection, shall be a lien on the ownership interest in the lot (including improvements thereon) of each person so notified and shall in all respects be the personal obligation of the Owner. The Committee or Declarant may bring an action at law for recovery of the costs so incurred by it, plus interest and cost of collection against the Owner personally obligated to pay and may bring an action to foreclose the lien against the lot and improvements subject to the lien and there shall be added to the amount of such obligation the cost of preparing and filing the complaint in such action, and the judgment in any such action shall include interest as above provided and a reasonable attorney's fees to be fixed by the court, together with the costs of the action. The foregoing specified rights and remedies shall not limit the rights of any lot owner to enforce these covenants as otherwise may be provided by law or equity.

### ARTICLE VI COVENANTS FOR ASSESSMENT

Section 1. Determination by the Board. It is the duty of the Board of Directors of the Association to determine the amount of the general assessment for each lot (as defined in Article II, Section 1 (k)). General assessments are due and payable on dates specified by the Board. The Board shall make reasonable efforts to determine the amount of the general assessment and to give written notice of the assessment for each lot to the Owner with due dates of periodic installments to be paid. The Board shall maintain a roster of the lots and the general assessments due and shall make the roster available for the inspection of a Member upon request.

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Assessments may be collected on a monthly, quarterly, semi-annual, or annual basis at the discretion of the Board.

Section 2. Owner Responsibility. Each Owner, whether or not it is expressed in any deed or document of conveyance, agrees to pay to the Association general assessments or charged levied on a monthly, quarterly, or annual basis and special assessment or charges to be fixed, established, and collected from time to time as hereinafter provided. The general assessments, together with costs of collection, shall be a charge on each lot subject to assessment and shall be a continuing lien against the lot upon which such assessment is made. Each assessment, together with interest thereon and costs of collection, in addition to becoming a lien against each lot, shall also be a joint and several personal obligation of the person, group of persons, or entity who was the Owner of such lot at the time when the assessment became due and payable or who acquired ownership thereafter.

Section 3. Purpose. General or special assessments shall be used to promote the welfare and safety, and to protect the investment of the Owners and residents of the Development. Assessments shall be used for, but not be limited to, the following:

- a) General operating expenses of the Association, including the operation of the central water system;
- b) Management and administration of the Association, including the central water system;
- c) Taxes (both sales, use, and real property taxes levied upon real property owned by the Association);
- d) Insurance costs, including any costs of insurance for the central water system;
- e) Reserves, including reserves for the central water system;
- f) Improvements, including improvements to the central water system; and
- g) Maintenance, including maintenance to the central water system.

Section 4. General Assessments. The general assessment for each lot shall begin on the first day of the month following the date of purchase or date of contract for deed of the lot by the Owner. Any assessment shall be pro-rated for the balance of the assessment period in relation to the general assessment, which would have been imposed if so subject and shall become due and payable and a lien on the lot.

Section 5. Special Assessments. Special assessments, in addition to the general assessments, may be imposed by the Board for capital improvements or capital replacements. Special assessments shall only be levied by a resolution approved by two-thirds of the votes of the property Owners present or represented by proxy at an annual meeting or at a special meeting called for that purpose. Any special assessment shall be on a per lot basis only.

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Section 6. Reserves. The Board may establish a reserve fund for replacements and for general operating expenses by the allocation and payment monthly or other term of an amount to be designated. Such fund or funds shall be deemed to be a common expense of the Association and shall be deposited in FDIC insured accounts as the Board deems appropriate. The reserve for replacements may be used only for improvements on the property or replacement of improvements or for operating contingencies of a non-recurring nature. The proportionate interest of any lot Owner in any reserve shall be considered an appurtenance to the lot and shall not be separated from the lot which it appertains and shall be deemed to be transferred with the lot.

Section 7. Notice of Payment Status. The Board shall, upon request at any reasonable time, furnish to any lot Owner liable for assessment, a certificate signed by an officer or other authorized agent of the Board stating whether and such assessment, whether general and/or special, is paid or unpaid. A charge may be levied for each certificate issued.

Section 8. Breach of Payment. Any general or special assessment, including assessments levied by The Estates at Pillar Peak Development Road District and assessments levied for water service, not paid on the date due shall be deemed delinquent, shall accrue interest at the statutory rate of interest for judgments in South Dakota, and it, with the cost of collection, shall become a continuing lien on the lot. The assessment shall be binding upon the lot Owner, his heirs, devisees, personal representatives, and assigns, the obligation of an Owner to pay an assessment shall remain his or her personal, joint, and several obligation. (See Article VI, Section 5. Special Assessments)

### ARTICLE VII GENERAL

Section 1. Administration. Covenants shall be administered by the Board. The Board is empowered and has the right to implement, provide, perform, and to enforce any or all of the following within the Development;

- a) All of the provisions in this Declaration of Restrictive Covenants, the Articles of Incorporation, and the Bylaws of The Estates at Pillar Peak Homeowners Association, Inc.
- b) Reasonable rules and regulations, which Owners, their families, guests, and visitors shall comply with.
- c) Penalties for violations of rules, regulations, and failure to pay assessments.
- d) Constructions, improvements, and maintenance to any Association property necessary.
- e) Contract with third parties for necessary services.
- f) Purchase or lease of any equipment necessary for construction, maintenance, or improvements.

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- g) The amount, payment period, payment schedule, and levy assessments pursuant to these covenants.

Section 2. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors, and assigns. However, this Declaration may be amended at any time, except where permanent easements or other permanent rights of interest are created, or rights or interests are created in third person, by an instrument signed by Owners of two-thirds of the sixty four lots described within the Subdivision on the basis of one vote per lot owned. No such amendment shall be effective unless written notice of the proposed amendment is sent to every Owner and Declarant 30 days prior to action being taken on the proposed amendment. No change of circumstances or conditions shall amend any of the provisions of this Declaration, which may be amended only in the manner described. None of the provisions of this Declaration shall be construed as a condition subsequent or as creating a possibility of reverter. For so long as Declarant retains ownership of one or more lots within the Development, it shall retain a veto power over any proposed amendments to this Declaration which would have a financial consequence or alteration of concept to Declarant based upon Declarant's ownership of the lot.

Section 3. Incorporation by Reference on Resale. If and Owner sells or transfers a lot, any deed affecting the transfer shall contain a provision incorporating these covenants, conditions, and restrictions. Failure to do so shall not be deemed to defeat, alter, or terminate any of these covenants, conditions and restrictions.

Section 4. Notices. Any notice required to be sent to any Owner of a lot or any first mortgagee, shall be deemed to have been given when mailed by first class mail to the Owner or mortgagee at the address appearing on the records of the Association at the time of the mailing. It shall be the duty of each Owner to provide written notice of addresses or changes of address to the Association.

### Section 5. Enforcement.

- a. If any person violates any of the provisions of this document it shall be lawful for the Declarant, the Association or any lot Owner in the Development to initiate proceedings to enforce the provisions of this document, to restrain the person violating them and recover damages, actual and punitive.
- b. These covenants and restrictions shall be enforced by the Declarant, the Association, or any lot Owner. Enforcement of these covenants and restrictions shall be by legal proceedings against any person violating any covenant or restriction either to restrain or enjoin violation or to recover damages, and against the property or any lot to enforce any lien created by these covenants. The failure of the Association to enforce any covenant or

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restriction shall in no event be deemed a waiver or work as an estoppel of the right to do so on the part of any lot Owner or Declarant.

- c. If an assessment is not paid within 30 days after the due date, the Association may bring action against the Owner. The Association may also foreclose a lien against the lot in the amount provided by law. In either event, the Association shall recover from the Owner or out of the proceeds of a foreclosure, accrued interest and costs of collection, including but not limited to, reasonable attorney's fees. No Owner may waive or otherwise escape liability for assessments provided for in the Declaration by non-use or abandonment of his lot.
- d. In a voluntary conveyance of a lot, the grantee of the lot shall be jointly and severally liable with the grantor for all unpaid assessments against the lot.
- e. Invalidation of any of the covenants by court order shall not affect any of the remaining covenants which shall remain in effect.

Section 6. Invalidity and Severability. All of these covenants, conditions, and restrictions are deemed severable. In the event any one or more of these covenants, conditions, and restrictions is declared invalid, all remaining covenants, conditions, and restrictions shall remain in effect.

Section 7. Binding Effect and Compliance. Each Owner, the Owner's heirs and assigns, or any person acquiring any rights or privileges therefrom shall be fully bound by and shall comply with the provisions of this Declaration, by the Bylaws and Articles, decisions and resolutions of the Board or their authorized agent and any amendments adopted to these covenants or bylaws or Article of Incorporation. Failure to comply with these provisions, decisions, or resolutions shall be grounds for action to recover sums due or for damages, or action for injunctive relief.

# The Estates at Pillar Peak

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### ARTICLE VIII THE ESTATES AT PILLAR PEAK FIRE PROTECTION PLAN

#### Section 1. Ingress and Egress

- Primary access to the property will be from <sup>Pillar</sup> ~~Plum~~ Peak Place to Aspen Hollow Ct and the dedicated public road through the Estates at Pillar Peak subdivision.
- Emergency exits will be provided to the west and east as identified on the plat as such and listed in the covenants.
- All primary roads will be initially built as a gravel road, the final road surface shall be asphalt; both road type will be constructed to Lawrence County specifications.
- Lot owners shall construct driveways with a minimum 12-foot gravel surface and a minimum 15-foot vertical clearance.
- Any gates on lot owner driveways will be 30 feet back from the primary main road to allow fire equipment room to pull off the road and park.

#### Section 2 . Water Storage

- Water for subdivision use will be provided by a well.
- Once the well is drilled a minimum 30,000-gallon water storage tank will be installed and water provided to lot line using a 6-inch supply line.

#### Section 3. Hydrants

- Hydrants will be installed on the main water line a approximately 500 feet apart for emergency access.

#### Section 4. Tree Thinning

- Tree thinning will be completed to establish fire break at the 66 foot road right of ways and the property will have trees harvested to reduce fuels and keep fire from crowning by opening up the tree canopy.
- Also, as advised by South Dakota Department of Agriculture – Wild Fire Suppression, clearing of the excess fuels remaining after commercial logging operations will be completed prior to request of final plat approval.
- All regeneration material will be removed of and disposed of either off site or by chipping all material and scattering on site.
- At no time shall any cut or downed trees be allowed to lie on any private or commonly owned land. Owners are responsible to remove any and all downed trees regardless of caliper from their lots.



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### Section 5. Maintenance

- Lot owners shall continue to maintain their lots to keep fuels down and the tree canopy open. Firebreaks will be maintained on the 66-foot road right of ways and around structures built on lots.
- The covenants also will require the homeowners association to maintain all public right of ways including designated emergency escape routes.
- In addition the homeowners association will be responsible for the maintenance and service of the water system and hydrants.

### Section 6. Defensible Space and Building Standards

- Lot owners shall maintain an area of defensible space by a process of continuous thinning of trees and brush as recommended by the South Dakota Department of Agriculture – Wild Fire Safety Guidelines.
- Also, when feasible, lot owners shall refer to the Urban/Wildland Interface Code for the construction of any structures. Specifically lot owners shall construct roofs and overhanging eave soffits with non-combustible material, i.e. no wood shingles. Glass shall be tempered and/or double pane especially on the downhill side. In addition, vents will be made of metal screening of ¼ inch or smaller.
- Living trees naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut down or removed from any property.
- All homes are to be built of fire resistant materials.
- Flat roof homes where leaves, needles or other flammable debris can accumulate will not be allowed.
- Keep all roofs free of debris.
- Roof cover should be concrete shingles, metal, or at a minimum shall have a UL Class A fire resistance rating. Asphalt and/or fiberglass shingles that meet this rating shall have a simulated random surface variation of natural roofing materials. Wood Shakes are expressly prohibited.
- Any open spaces around footings and foundations shall be enclosed. If left open they can trap burning embers being carried by the wind.
- All residences shall maintain a mowed and watered lawn around the residence on all sides to create a “green” safety zone.
- Stack firewood in an open area. Firewood piles shall not be larger than 4 feet by 15 feet. No firewood is permitted to be stored under porches or decks. This creates a fire hazard for the homeowners and neighbors.
- Thin trees within 30 feet of the home site on level ground. Adequate thinning is reached in the 30-foot area when the tree crowns do not touch each other. After thinning, trees remaining within two tree heights of structure should be pruned of dead limbs to a height of 10 feet.

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- Plant landscaping material that will minimize the "ladder" effect. This is described as vegetation that may allow a fire to burn from ground level to lower tree branches. Maintain a mixture of tree species.
- Expressly prohibited are combustible materials for exterior finishes; shiny exterior sidings such as plastic or steel siding. The exterior finish should have earth tones

DATED this 14<sup>th</sup> day of November, 2005.

PILLAR PEAK, LLC

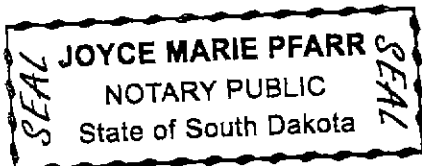
By: *William H. Pearson* 11.14.05  
William H. Pearson  
General Manager

STATE OF SOUTH DAKOTA     )  
   )ss.  
County of Lawrence         )

William H. Pearson, being first duly sworn on oath states that he is the General Manager of Pillar Peak, LLC named in and has subscribed to the foregoing Declaration of Covenants, Conditions, Restrictions and Reservations for The Estates at Pillar Peak Development; that he has read the same and knows the contents thereof, and approves the same for the purposes set forth therein.

*William H. Pearson* 11.14.05  
William H. Pearson

Subscribed and sworn to before me this 14<sup>th</sup> day of November, 2005.



(SEAL)

*Joyce Marie Pfarr*  
Notary Public, State of SD  
MY COMMISSION EXPIRES: 08/14/06

# The Estates at Pillar Peak

## Covenants & By-Laws

### BY-LAWS OF THE ESTATES AT PILLAR PEAK HOMEOWNERS ASSOCIATION, INC.

#### ARTICLE I OFFICES

The principal office of the corporation shall be located at 20826 Radio Tower Road, Deadwood, South Dakota, 57732. The Board of directors shall have the power and authority to establish and maintain a branch or subordinate office at any other location within or without the State of South Dakota.

#### ARTICLE II MEMBERS

SECTION 1. Annual meeting of Members. The Annual Meeting of the members shall be held at a place specified by the Board of Directors immediately following the annual meeting of the Board of Trustees of The Estates at Pillar Peak Road District.

SECTION 2. Special Meetings. Special meetings of the members, for any purpose of purposes, unless otherwise prescribed by statute, may be called by the Board of Directors.

SECTION 3. Place of Meetings The Board of Directors may designate any place within the State of South Dakota, as the place of meeting for any annual meetings or for any special meeting called by the Board of Directors.

SECTION 4. Notice of Meeting. Written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) or more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President to each member or record entitles to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the books of the corporation, with postage thereon prepaid.

SECTION 5. Closing of Books or Fixing of Record Date. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or in order to make a determination of members for any other proper purpose, the Board of Directors of the corporation may provide that the books shall be closed for a stated period but not to exceed, in any case, thirty (30) days. If the books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the books, the Board of Directors may fix in advance a date as the record date for any such determination of

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members, such date in any case to be not more than thirty (30) days, and, in case of a meeting of members, not less than ten days prior to the date on which the particular action, requiring such determination of members, is to be taken. If the books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at the meeting of members the date on which notice of the meeting is mailed shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Record. The office or agent having charge of the books for members of the corporation shall make a complete record of the members entitled to vote at each meeting of members or any adjournment thereof, arranged in alphabetical order, with the address of each. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof.

SECTION 7. Quorum. A majority of the members of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than a majority of the members are represented at a meeting, a majority of the members so represented may adjourn the meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 8. Proxies. At all meeting of members, a member may vote in person or by proxy executed in writing by the member or by the duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. Voting. Each member entitled to vote shall be entitled to one vote upon each matter submitted to a vote. In multiple owners, such owners will designate in writing who is authorized to vote.

### ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors.

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SECTION 2. Number, Tenure, and Qualifications. The Board of Directors shall consist of no less than three and no more than five (5) people. The Board shall initially consist of those persons serving as Trustees of The Estates at Pillar Peak Road District and any others nominated by the Board of Trustees.

SECTION 3. Regular Meetings. Regular meetings of the Board of Directors shall be at least one per calendar year with notice to be given.

SECTION 4. Special Meetings. Regular meetings of the Board of Directors may be called by any two Directors. The persons authorized to call special meetings of the Board of Directors may fix any place within Lawrence County, South Dakota for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meetings shall be given at least ten days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram.

If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by FAX, such notice shall be deemed to be delivered when the FAX is delivered. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Business to be transacted at and the purpose of any regular or special meeting must be specified in the notice and only those items may be acted upon.

SECTION 6. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at the Directors' meetings.

SECTION 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. No individual Board member may make any public statement(s) without specific authorization from the Board.

SECTION 8. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by two-thirds of the Directors.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the person filling such vacancy on the Board of Trustees of The Estate at Pillar Peak Road District.

SECTION 10. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to

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have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person action as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

### ARTICLE IV OFFICERS

SECTION 1. Numbers. The officers of the corporation shall be a President, a Vice President, and a Secretary/Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until successor shall be have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment for the best interests of the corporation will be served thereby. Election of appointment of an officer or agent shall not of itself create contracts rights.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. The President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business end affairs of the corporation. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

# The Estates at Pillar Peak

## Covenants & By-Laws

SECTION 6. The Vice President. In the absence of the President or in the even of his death, inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the power of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. The Secretary/Treasurer. The Secretary/Treasurer shall:

- A. Keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose;
- B. See that all of the notices are duly given in accordance with the provisions of these By-laws or as required by law;
- C. Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized;
- D. Keep a register of the post office address of each member which shall be furnished by such member;
- E. Have general charge of the books of the corporation; and
- F. In general, perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- G. Have charge and custody of and be responsible for all funds and securities of the corporation;
- H. Receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these By-laws.

SECTION 8. Salaries. No salaries shall be paid to the officers.

SECTION 9. Committees. The only standing Committee of the Corporation shall be the Architectural Control Committee. The Board of Directors may create from time to time such other committees as they shall deem necessary to conduct the affairs of the corporation. Unless otherwise provided herein, each committee shall consist of a chairman and two or more members as determined by the Board, at least one of whom shall be a Director. Each committee shall be appointed by the Board of Directors at its annual meeting to serve until the next annual meeting of the Board and until its successor has been duly elected and qualified.

The Architectural Control Committee shall be responsible for reviewing all plans for construction within The Estates at Pillar Peak Development; to ensure compliance with the provisions of the "Declaration of Covenants, Conditions, Restrictions and Reservations for The Estates at Pillar Peak Development" and to advise the Board of Directors on the same. The Board of Directors shall be the ultimate arbiter of the compliance of such plans with the requirements of the said Declaration of Covenants and Restrictions. Other committees may be

# The Estates at Pillar Peak

## Covenants & By-Laws

formed based upon special needs identified by the membership or directors. Committees will operate under policies established by the Board of Directors and will make no public statements regarding The Estates at Pillar Peak Homeowners Association, Inc. without specific authorization from the Board of Directors or the membership.

### ARTICLE V CONTRACTS, DEPOSITS AND BOOKS AND RECORDS

SECTION 1. Contracts. The Board of Directors may authorize any Director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 3. Books and Records. The Board of Directors shall direct a designated Director to report to the State of South Dakota.

Reports shall be on forms prescribed and furnished by the Secretary of State of the State of South Dakota and the information contained therein shall be given as of the date of the execution of the report. Reports shall be executed for the corporation by the Chairman of the Board of Directors.

This corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors and shall keep at its registered office or principal office a record of the names and addresses of its members.

Any Director of this corporation shall not be liable for any unauthorized distribution of assets if he relied and acted in good faith upon the financial condition of the corporation, nor shall a Director be liable if in good faith in determining the amount available for.

### ARTICLE VI ASSESSMENTS

SECTION 1. Annual Assessment. The Directors shall establish the annual assessment for maintenance and insurance, including the central water system, at the annual meeting of the membership each year. The amount of assessment shall be spread among and assessed against the lots of record in accordance with the Covenants, Conditions, Restrictions and Reservations for The Estates at Pillar Peak Development. A notice of assessment shall be sent to each



# The Estates at Pillar Peak

## Covenants & By-Laws

member. Payment terms shall be specified in the notice. At least 30 days shall be given for payment. Interest shall accrue on late payment of assessments at the rate of 1½% per month from the date on which they are due as set forth in the assessment.

SECTION 2. Assessment as Lien. The assessment shall be a lien against the lot of the member as of the date on which the members determine the amount of the assessment. The corporation shall be entitled to foreclose its lien and shall be entitled to collect reasonable legal fees and personally sue the member for the amount of the assessment, together with legal fees and interest.

SECTION 3. Lien Follows Property. Transfer of any tract, by whatever means, shall not extinguish any lien for an unpaid assessments.

### ARTICLE VII DIVIDENDS

The Board of Directors may not declare and the corporation may not pay dividends.

### ARTICLE VIII CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal". The seal shall be stamped or affixed to such documents as may be prescribed by law or custom or by the Board of Directors.

### ARTICLE IX WAIVER OF NOTICE

Whenever any notice is required to be given to any member or Director of the corporation under the provisions of these By-laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

### ARTICLE X AMENDMENTS

These By-laws may be altered, amended or repealed and new By-laws may be adopted by the Board of Directors or by the members at any regular or special meeting.


The Estates at Pillar Peak  
Covenants & By-Laws

ARTICLE XI  
DISSOLUTION

Upon dissolution of this corporation for any reason whatsoever the Board of Directors shall, by appropriate instruments, transfer all of the assets and liabilities to another such South Dakota non-profit organization.


DATED this 14<sup>th</sup> day of November, 2005.

PILLAR PEAK, LLC

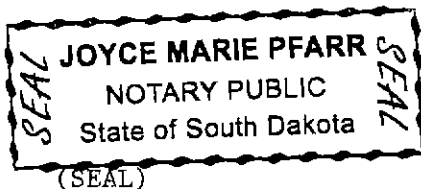
By:  11-14-05  
William H. Pearson  
General Manager

STATE OF SOUTH DAKOTA     )  
   )ss.  
County of Lawrence             )

William H. Pearson, being first duly sworn on oath states that he is the General Manager of Pillar Peak, LLC named in and has subscribed to the foregoing By-Laws Of The Estates At Pillar Peak Homeowners Association, Inc.; that he has read the same and knows the contents thereof, and approves the same for the purposes set forth therein.

  
William H. Pearson

Subscribed and sworn to before me this 14<sup>th</sup> day of November, 2005.



  
Notary Public, State of SD  
MY COMMISSION EXPIRES: 08/14/06

# The Estates at Pillar Peak

## Covenants & By-Laws

### BY-LAWS OF THE ESTATES AT PILLAR PEAK ROAD DISTRICT

Section 1. Form of Government The Estates at Pillar Peak Road District, a road district incorporated under SDCL § 31-12A, et esq, is a governmental subdivision of the State of South Dakota and a public body, corporate and politic; however, is not a municipal corporation.

Section 2. Governing Board. The governing body of The Estates at Pillar Peak Road District shall be entitled the Board of Trustees and shall consist of three Trustees elected at large from among the landowners within the District; such landowners shall both serve on the Board of Trustees until the next Annual Meeting of the Board as required by statute. At such time there are three or more landowners, the Board shall consist of three Trustees.

Section 3. Composition of Board. The Trustees shall organize by electing one of the number President, whose duty it shall be to preside over all meetings of the Board and to call all special meeting of the Board when the President or a majority of the Boards deems such meeting or meetings necessary. In case the President should fail or refuse to call such meeting or meetings, then a majority of the Board may call for such a meeting or meetings. Should a vacancy occur on the Board of Trustees more than 180 days prior to an Annual Election, any landowner in the District may call for a Special Election following the procedure as outlined in Section 5 below. If a vacancy occurs 180 days or less prior to the Annual Election, no Special Election will be held and the vacancy shall be filled at the next Annual Election. Any individual at a Special Election will serve the remainder of the term left vacant by the outgoing Trustee.

Section 4. Initial Election. Three or fewer landowners may form a road district. Notwithstanding any other provision of chapter 31-12A, this area has three or fewer landowners and is being formed into a road district pursuant to § 31-12A. Each landowner shall be a trustee at large and no election of trustees is required. After the district is incorporated and the number of landowners within the district is five or more, the district shall conduct an election pursuant to § 31-12A-16. The district shall conduct the election on the first Tuesday after the anniversary date of the formation of the district.

Section 5. Annual Election. The annual election of officers shall be held on the first Tuesday in May at a place in the district as the board of trustees shall designate. The election shall be conducted according to chapter 8-3, at a meeting of the registered voters who reside in the road district pursuant to SDCL § 31-12A-15. The notice and meeting and election pursuant to SDCL § 31-12A-15 shall be given by the secretary-treasurer by one publication in a legal newspaper of general circulation in each county in which the district is situated or notice may be given by posting in a public place within the district and delivering the notice to each registered voter of the district. The notice shall include the time and place of the election and each vacancy to be filled at the election. The meeting shall be held not less than seven days nor more that fourteen days after the date of publication or delivery of the notice pursuant to SDCL § 31-12A-15.1.

# The Estates at Pillar Peak

## Covenants & By-Laws

Section 6. Nomination of Trustees. The Nomination of Trustees shall be pursuant to SDCL § 31-12A-17. Trustees to be elected at the initial election, shall be nominated by the voters in attendance at the meeting in which the organizational election is held. Any trustee to be elected at subsequent elections shall be nominated by filing with the district clerk not less than fifteen days before any subsequent election, certificates of nomination for the offices of trustee. The certificates shall be in writing and shall contain the names of the candidate, residence, business address, and the office for which the candidate is named, and shall be signed by at least five percent of the qualified voters.

Section 7. Powers of the Board of Trustees.

The Board of Trustees is empowered to:

- Appoint a treasurer and clerk, an engineer, attorney, and other employees for the Road District and fix their compensation. These officer shall hold their respective offices at the pleasure of the Board, and be bonded for the faithful performance of their duties as may be required by the Board
- Sue and be sued and contract in the name of the District
- Adopt a Corporate Seal
- Construct roadways and maintain them and control noxious weeds thereon.
- Borrow money, levy taxes and special assessments, and issue bonds pursuant to SDCL § 31-12A-23;
- Establish speed and weight limits and other restrictions on road districts under the Road District's jurisdiction in accordance with the provisions of SDCL § 31-14-3 to 32-14-7, inclusive, and 32-22-47 and 32-25-9.1
- Pass all necessary ordinances, resolutions, orders, rules and regulations for the proper management and conduct of the business of said Road District, and to carry into effect the ordinances, order, resolutions, orders, rules and regulations of said Road District for the business for which such district is formed, in accordance with SDCL § 31-12A-22
- Adopt a resolution, pursuant to SDCL § 31-12A-28, providing for the dissolution of the District and the disposition of all unencumbered assets and assets which may thereafter accrue of said Road District. Prior to adopting such resolution, the Board shall give notice and conduct hearings as it deems necessary. Any party feeling aggrieved by the decision of the Board may appeal to the Circuit Court.
- Cause the amount of any charges, and interest and penalties thereon, for Road District service rendered or made available to any land within and part of the District, which are due and unpaid on the first day of October in each year to be certified by the Secretary to the County Auditor in a manner provided in SDCL § 10-12-7.
- The Board of Trustees shall have all the powers authorized by law. The enumeration of power set forth above is by way of illustration, and not by way of limitation.

# The Estates at Pillar Peak

## Covenants & By-Laws

Section 8. Construction of Roads. All proceedings for constructing and maintaining the roads and the borrowing of money making of special assessments, and issuing of bonds shall be governed, to the extent applicable pursuant to SDCL.

Section 9. Personal Interest. No trustee or employee of a road district may be directly or indirectly interested in any contract, work, or business of the district, or the sale of any article, the expense, price, or cost of which is paid by the district, nor in the purchase of any real, personal, or other property belonging to the district, or which shall be sold for taxes or assessments, or by virtue of legal process at the suit of the district. No trustee may be a joint or co-owner of land in the road district with an employee of the same road district

Section 10. Enforcement of Vehicle and Traffic Regulations. Any road constructed or maintained by this Road District is a public highway, and any speed limits, vehicle weight limits, and any other vehicle or traffic regulations on such roads may be enforced by any law enforcement office.

Section 11. Roadwork Projects Outside District's Area. A Road District may contract for and expend District funds for roadwork projects to be constructed outside the geographical area of the Road District, if the Board of Trustees approves that action by a two thirds vote of the membership. If persons outside the District area would also benefit from such a project, the Board may negotiate with and accept funds or any other assistance from any person on the basis and terms negotiated.

Section 12. Compensation of Trustees. The members of the Board of Trustees shall serve without compensation.

Section 13. Regular Meeting of the Board. The regular meetings of the Board shall be held on the last Tuesday of February and the last Tuesday of August. A majority of the Board of Trustees shall constitute a quorum, but a smaller number may adjourn from day to day. A majority vote shall be required for any action of the Board.

Section 14. Special Meetings. Special meeting of the Board shall be called when the President or a majority of the Board deems such meetings necessary. Special meetings may be held at any time upon written notice to the Board members. Notice of such special meeting shall be given either personally or by notice left at his or her residence, to each Trustee at least seventy-two hours (72) before such special meeting is held unless a waiver of such notice is obtained before or at such special meeting. If a Trustee does not reside within the Road District boundaries, the notice shall be mailed to his or her last known address, no less than five (5) days prior to the meeting. The notice required shall state the date and hour of the meeting and the purpose for which such meetings are called, and no business shall be transacted as such meeting, except as stated in the notice.

# The Estates at Pillar Peak

## Covenants & By-Laws

Section 15. - Record of Proceedings. The Board of Trustees shall cause to be kept a full, complete, accurate and itemized account of all of its proceedings, ordinances, resolutions, rules, regulations, and orders.

Section 16. Oath of Office. Every Trustee will be required to take the following oath prior to entering upon his or her duties as Trustee:

I, \_\_\_\_\_, do solemnly swear or affirm that I will well and faithfully discharge the duties of the office of Trustee, and that I will support and defend the Constitution and laws of the United States of America and of the State of South Dakota, and faithfully discharge the duties of the Office of Trustee, and by giving a bond, if required, conditioned on the fact that I will faithfully and impartially discharge the duties of the Office of Trustee, and render a true account of all money, credits, accounts and public personal property requiring inventory that shall come into my hands as such officer, and to pay over and deliver the same according to law, that I am not directly or indirectly pecuniarily interested in any contract, work or business in the District, or the sale of any article, the expenses, price or cost of which is paid by the District, nor in the purchase of any real, personal or other property belonging to the District, or which shall be sold for taxes or assessments or by virtue of legal process at the suit of said District, so help me God.

Section 17. Adjourned Meetings. The Board may adjourn a meeting to a later date, in which event the adjourned meeting shall be considered as part of the first meeting.

Section 18. Meetings Open to the Public. The meetings of the Board shall be open to the public. It shall be unlawful for any person not a member of the Board to make any disturbance or interfere in any way with deliberations of the Board at such meetings, and not person, not a member of the Board, shall address or deliver any remarks to the Board at such meetings without first asking for the privilege of so doing.

Section 19. Agenda. All reports, communication, ordinances, resolutions, contracts, documents, or other matters to be submitted to the Board shall, at least five hours prior to each Board meeting, be delivered to the Secretary, who shall immediately arrange a list of such matters according to the order of business and furnish each member of the Board and the Board's attorney, if any, with a copy of the same prior to the Board meeting, as far in advance of the meeting as time for preparation will permit.

Section 20. Executive Sessions. From time to time, the Board may, by motion, close for executive session for purposes permitted by law. Thereafter the Board shall reconvene an open meeting to take such actions as may be appropriate.

# The Estates at Pillar Peak

## Covenants & By-Laws

### Section 21. - Order of Business

The business of the Board shall be taken up for consideration and disposition at the regular meeting in the following order:

Roll Call

Approval of the Minutes of the previous meeting

Introduction and Adoption of Resolutions, Ordinances, Rules and Regulations

Report of Officers, Boards and Committees

Unfinished Business

New Business

Miscellaneous

Adjournment

Section 22. Reading of the Minutes. The minutes may be approved without reading if the Secretary has previously furnished each member with a copy of the minutes, unless a reading is requested by a member of the Board.

Section 23. Duties of Officers The President shall preside at all meetings of the Board, shall vote only to break a tie in a vote of the board members, shall preserve order and shall decide all questions of order.

The Vice President shall conduct the meeting and assume the President's duties in the absence of the President.

The Secretary shall keep the minutes of the meeting, arrange the agenda of the Board, and act as Clerk of the District unless the Board should appoint a Clerk.

Section 24. Voting. Each member of the Board has a vote unless a member of the Board states that he is not voting, his or her silence shall be recoded as an affirmative vote if he or she is present.

Section 25. Committees. The President shall appoint from time to time such committees as may be necessary for the transaction of business and the administration of the affairs of the District.

Section 26. Rules of Order. The most recent edition of Roberts Rules of Order, published by Scott, Foresman & Company, or their successor, shall govern the Board in its deliberations in cases not otherwise provided for herein or by rule, regulation, ordinance or resolution.

Section 27. Appointive Officers. The appointed officers of the District may be a treasurer, clerk, engineer, attorney, and any other officers or employees as may be required by the Board. These officers shall hold their respective offices at the pleasure of the Board and be bonded for faithful performance of their duties as may be required by the Board. These officers can be removed by a vote of the majority of the Trustees. A majority vote of the Board is required for any such

# The Estates at Pillar Peak

## Covenants & By-Laws

appointment. All appointed officers of the District shall be required to take an oath of office as follows:

I, \_\_\_\_\_, do solemnly swear or affirm that I will well and faithfully discharge the duties of \_\_\_\_\_ (name of office), and that I will support and defend the Constitution and laws of the United States of America and of the State of South Dakota, and faithfully discharge the duties of the office entrusted to me, and by giving a bond, if required, conditioned on the fact that I will faithfully and impartially discharge the duties of my office, and render a true account of all money, credits, accounts and public personal property requiring inventory that shall come into my hands as such officer, and to pay over and deliver the same according to law, that I am not directly or indirectly pecuniarily interested in any contract, work or business in the District, or the sale of any article, the expenses, price or cost of which is paid by the District, nor in the purchase of any real, personal or other property belonging to the District, or which shall be sold for taxes or assessments or by virtue of legal process at the suit of said District, so help me God.

Section 28. Bonds. Bonds of the District officials and employees, unless otherwise provided for by state law, shall be fixed annually at the August meeting of the Board. The costs of said required bonds, when necessary, will be financed by the District.

Section 29. - District Seal. The Seal of the District shall have engraved thereon the words, "The Estates at Pillar Peak Road District, South Dakota". The Seal shall remain in the custody of the Secretary, shall be affixed by the Secretary to all ordinances passed by the Board, warrants ordered drawn for the payment of money from the Secretary, bonds and all other instruments to which the Seal is to be attached as required by statute. The Secretary shall pay no warrant or order for money unless the Seal is affixed thereto. In the event the Board should appoint a Clerk, the Clerk will assume the Secretary's duties under this paragraph.

Section 30. - Police Powers. The Board shall be authorized to pass ordinances and resolutions for the protection of the public health and welfare as it deems necessary and proper, including, without limitation, the regulation of health and sanitation, traffic, public disturbances and offenses against property.

Section 31. - Dissolution of Road District by Petition of the Voters. A majority of the qualified voters of the Road District may petition a court of competent jurisdiction of the dissolution of the Road District, pursuant to SDCL 31-12A-27.



The Estates at Pillar Peak  
Covenants & By-Laws

DATED this 14<sup>th</sup> day of November, 2005.

PILLAR PEAK, LLC

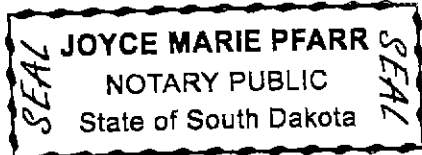
By: *William H. Pearson* 11.14.05  
William H. Pearson  
General Manager

STATE OF SOUTH DAKOTA     )  
  )ss.  
County of Lawrence            )

William H. Pearson, being first duly sworn on oath states that he is the General Manager of Pillar Peak, LLC named in and has subscribed to the foregoing By-Laws Of The Estates At Pillar Peak Road District.; that he has read the same and knows the contents thereof, and approves the same for the purposes set forth therein.

*William H. Pearson*  
William H. Pearson

Subscribed and sworn to before me this 14<sup>th</sup> day of November, 2005.



*Joyce Marie Pfarr*  
Notary Public, State of SD

MY COMMISSION EXPIRES: 08/14/06

(SEAL)

Prepared by:  
Thomas E. Adams  
Attorney at Law  
P.O. Box 464  
Deadwood, SD 57732



Doc#:2006-02535  
Recording Fee: \$ 12  
Date:05/02/2006 Time:09:32  
Lawrence County  
Register of Deeds

*Sherred Green*  
*Deputy*

INCORPORATION OF LOT 2 OF  
THE ESTATES AT PILLAR PEAK  
LTC 45323

This incorporation to the Declaration of Covenants, Conditions, Restrictions, and Reservations for The Estate at Pillar Peak Development (Declaration of Covenants) is hereby made by the undersigned, hereinafter referred to as "declarant", the singular to include the plural, on this day incorporating the following area into the property subject to the Declaration of Covenants, to-wit:

Lot 2 Of The Estates at Pillar Peak, a Subdivision of Tract 1 of the Estates at Pillar Peak, located in the NE $\frac{1}{4}$  and the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 20, the W $\frac{1}{2}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21, all in T.5N., R.4E., B.H.M., Lawrence County, South Dakota, according to Plat Document No. 2006-2147 filed in the Lawrence County Register of Deeds Office.

The above described property is incorporated into and shall be subject to the Declaration of Covenants, Conditions, Restrictions, and Reservations for The Estates at Pillar Peak Development and recorded as Document No. 2005-07487 in the office of the Lawrence County Register of Deeds on the 17th day of November, 2005, at 9:00 a.m. including the provision therein relating to the By-Laws of The Estates at Pillar Peak Homeowner's Association, Inc. and the By-Laws of The Estates at Pillar Peak Road District.

The undersigned, being the declarant and owner, has set its hand and seal

effective the 28TH day of April, 2006.

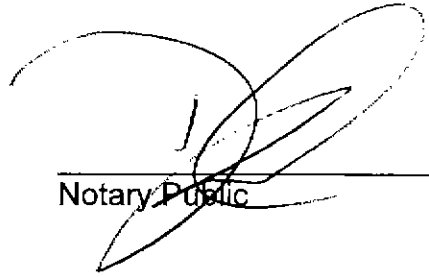
THE ESTATES AT PILLAR PEAK

By:   
William Pearson  
It's General Manager

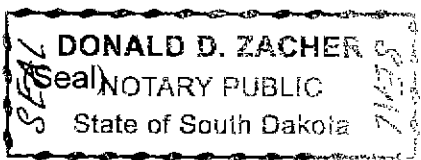
STATE OF SOUTH DAKOTA    )  
  )  
COUNTY OF LAWRENCE    )

On this, the 28TH day of April, 2006, before me, the undersigned officer, personally appeared William Pearson, who acknowledged himself to be the general manager of The Estates at Pillar Peak, a limited liability company, and that he, as such general manager, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as general manager, respectively.

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

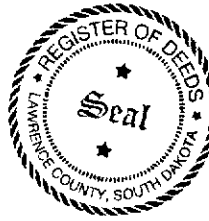
  
Notary Public

My commission expires: Sept. 13, 2006



Document Prepared by:

Thomas E. Adams  
Attorney at Law  
P.O. Box 464  
Deadwood, SD 57732  
605-584-2340



Doc#: 2008-00868  
Recording Fee: \$ 12  
Date: 02/15/2008 Time: 15:55  
Lawrence County  
Register of Deeds

*Sheryl L. Green*  
Deputy

LTC 51806

### INCORPORATION OF LOT 6 OF THE ESTATES AT PILLAR PEAK

This incorporation to the Declaration of Covenants, Conditions, Restrictions, and Reservations for The Estate at Pillar Peak Development (Declaration of Covenants) is hereby made by the undersigned, hereinafter referred to as "Declarant", the singular to include the plural, on this day incorporating the following area into the property subject to the Declaration of Covenants, to-wit:

Lot 6 Of The Estates at Pillar Peak, a Subdivision of Tract 1 of the Estates at Pillar Peak, located in the NE $\frac{1}{4}$  and the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 20, the W $\frac{1}{2}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21, all in Township 5 North, Range 4 East, Black Hills Meridian, Lawrence County, South Dakota, as shown by the Plat recorded as Document No. 2008-00721 filed in the Lawrence County Register of Deeds Office.

The above described property is incorporated into and shall be subject to the Declaration of Covenants, Conditions, Restrictions, and Reservations for The Estates at Pillar Peak Development and recorded as Document No. 2005-07487 in the office of the Lawrence County Register of Deeds on the 17th day of November, 2005, at 9:00 a.m. including the provision therein relating to the By-Laws of The Estates at Pillar Peak Homeowner's Association, Inc. and the By-Laws of The Estates at Pillar Peak Road District.

The undersigned, being the Declarant and owner, has set its hand and seal

effective the 15<sup>th</sup> day of February, 2008.

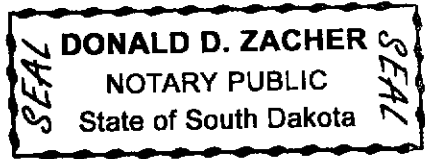
THE ESTATES AT PILLAR PEAK

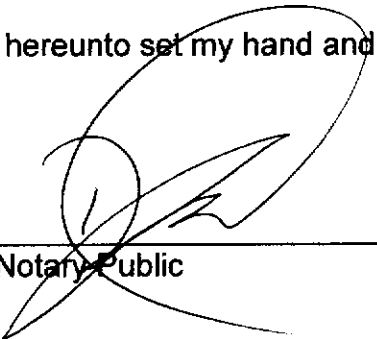
By:   
William Pearson  
It's General Manager

STATE OF SOUTH DAKOTA    )  
  )  
COUNTY OF LAWRENCE    )

On this, the 15<sup>th</sup> day of February, 2008, before me, the undersigned officer, personally appeared William Pearson, who acknowledged himself to be the general manager of The Estates at Pillar Peak, a limited liability company, and that he, as such general manager, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as general manager, respectively.

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



  
Notary Public

My commission expires: Sept. 13, 2012

(Seal)

DRAWING NUMBER  
**2005-7311**

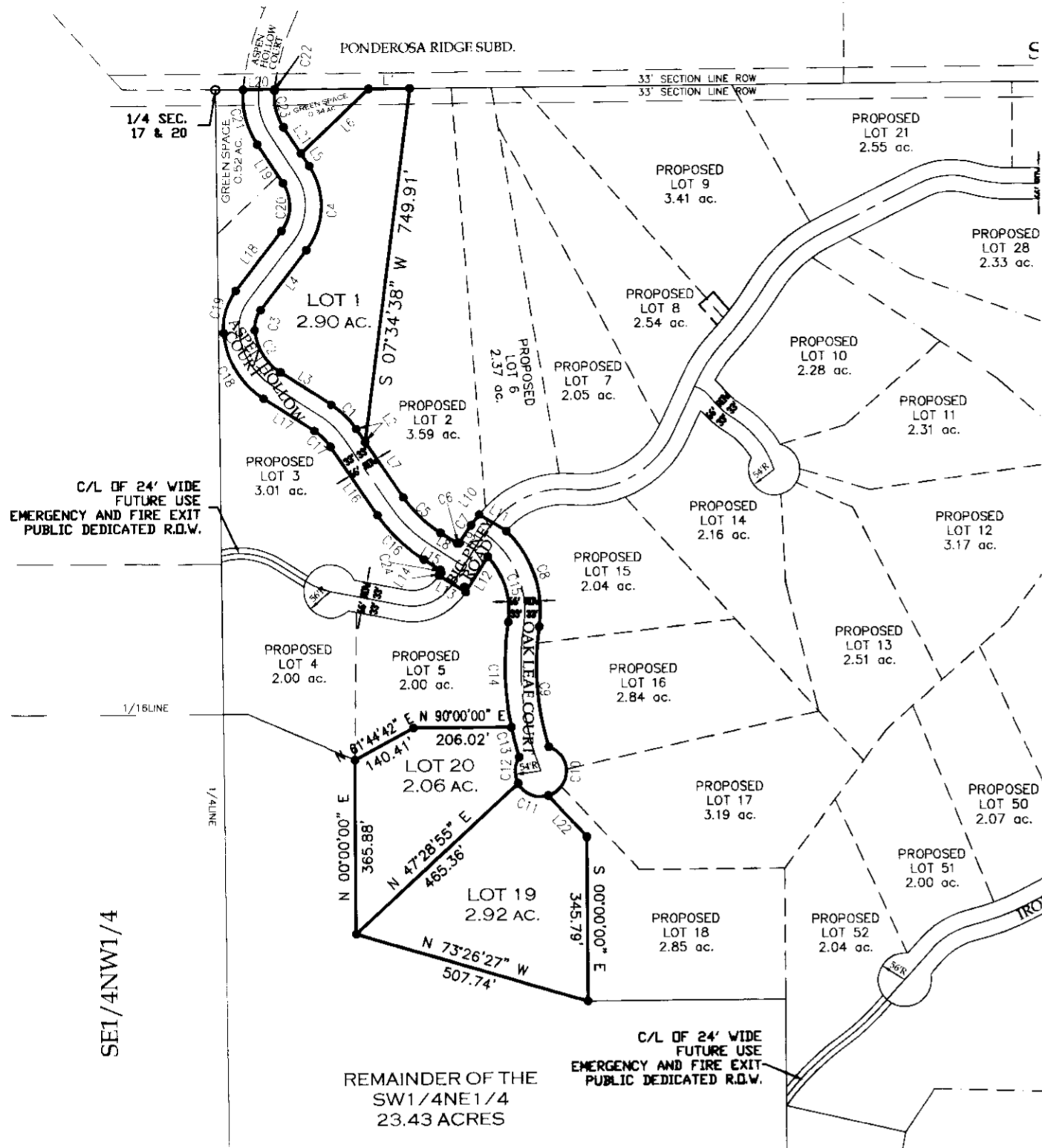
SAFECO PRODUCTS • NEW HOPE, MINNAPOLIS  
REGISTERED BY PLAT NUMBER 6952

DRAWING NUMBER  
**2005-7311**

SAFECO PRODUCTS • NEW HOPE, MINNAPOLIS  
REGISTERED BY PLAT NUMBER 6952

**PLAT OF LOTS 1, 19, 20 AND DEDICATED 66' PUBLIC ACCESS AND UTILITY ROW  
OF THE ESTATES AT PILLAR PEAK,**

A SUBDIVISION OF TRACT 1 OF THE ESTATES AT PILLAR PEAK, LOCATED IN THE NE1/4 AND THE N1/2SE1/4 OF SECTION 20,  
THE W1/2NW1/4 AND THE NW1/4SW1/4 OF SECTION 21, ALL IN T.5N., R.4E., B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA



**LEGEND:**  
● SET REBAR AND CAP STAMPED ARLETH AND ASSOC. LS 3977  
○ FOUND CORNER

**NOTES:**  
10' UTILITY EASEMENT ALONG SIDE AND REAR LOTS LINES.  
25' UTILITY EASEMENT ALONG FRONT LOT LINES.

**TOTAL PLATTED AREA: 10.89 ACRES**  
**TOTAL ACREAGE OF LOTS: 7.88 ACRES**  
**TOTAL ACREAGE OF DEDICATED R.O.W.: 3.01 ACRES**

**OWNER/DEVELOPER:**  
PILLAR PEAK LLC  
PO BOX 631  
DEADWOOD, SD 57732

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 89°50'48" E	86.64'	L12	S 32°25'15" W	87.67'
L2	N 34°08'24" W	33.71'	L13	N 57°34'45" W	66.00'
L3	N 57°17'35" W	126.48'	L14	N 32°25'15" W	7.46'
L4	N 37°44'42" E	158.62'	L15	N 57°34'45" W	40.99'
L5	N 33°09'17" W	30.84'	L16	N 34°08'24" W	174.83'
L6	N 48°29'55" E	197.45'	L17	N 57°12'35" W	26.48'
L7	S 34°08'24" E	141.12'	L18	N 37°44'42" E	158.62'
L8	S 57°34'45" E	40.99'	L19	N 33°09'17" W	97.77'
L9	N 32°25'15" E	25.64'	L20	N 89°50'48" E	66.41'
L10	N 38°04'07" E	28.24'	L21	S 33°09'17" E	66.98'
L11	S 58°37'11" E	66.65'	L22	S 42°41'28" E	18.56'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	183.00'	73.68'	73.91'	S 45°40'29" E
C2	117.00'	107.30'	103.58'	S 30°56'10" E
C3	60.91'	45.08'	44.06'	S 16°32'29" W
C4	153.00'	189.33'	177.48'	S 02°17'42" W
C5	267.00'	109.73'	108.47'	S 45°51'34" E
C6	4.00'	6.28'	5.66'	N 77°25'15" E
C7	183.00'	18.03'	18.03'	N 35°14'38" E
C8	233.00'	220.98'	212.79'	S 8°34'52" E
C9	575.90'	255.57'	253.48'	S 04°07'27" E
C10	54.00'	136.12'	102.84'	S 00°57'01" W
C11	54.00'	74.25'	68.53'	N 67°26'48" W
C12	54.00'	57.87'	55.14'	N 07°38'29" F
C13	641.90'	64.76'	64.75'	N 14°09'58" W
C14	641.90'	222.55'	221.43'	N 01°20'35" W
C15	167.00'	148.90'	144.05'	N 6°57'12" W
C16	333.00'	136.23'	135.28'	N 45°51'34" W
C17	117.00'	47.11'	46.79'	N 45°40'29" W
C18	183.00'	167.83'	162.07'	N 30°56'10" W
C19	126.91'	93.93'	91.80'	N 6°32'29" E
C20	87.00'	107.66'	100.92'	N 02°17'42" F
C21	183.00'	121.15'	118.95'	N 14°11'24" W
C22	488.53'	7.48'	7.48'	S 06°29'48" W
C23	117.00'	80.67'	79.68'	S 13°24'07" E
C24	4.00'	6.28'	5.66'	N 72°34'45" W

**SURVEYOR'S CERTIFICATE**

I, JOHN M. ARLETH, 25 KIRK ROAD, DEADWOOD, SD, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS 2 DAY OF NOVEMBER, 2005.

JOHN M. ARLETH, R.L.S. 3977

**OWNER'S CERTIFICATE**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
Pillar Peak LLC DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.  
OWNER(S): John M. Arleth, Ponderosa Ridge LLC ADDRESS: PO Box 631, Deadwood, SD 57732

**ACKNOWLEDGMENT OF OWNER**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
ON THIS 9 DAY OF November, 2005 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED William H. Pearson, President of Pillar Peak LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.  
MY COMMISSION EXPIRES: 10/28/2010 NOTARY PUBLIC: Amber G. Vogt

**CERTIFICATE OF COUNTY TREASURER**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
Deborah Fidler LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2005 TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 9th DAY OF November, 2005.  
LAWRENCE COUNTY TREASURER: Sharon Haggerty, Deputy Secy.

**APPROVAL OF HIGHWAY AUTHORITY**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.  
HIGHWAY AUTHORITY: Clark Williams

**APPROVAL OF THE LAWRENCE COUNTY PLANNING COMMISSION**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
THIS PLAT APPROVED BY THE LAWRENCE COUNTY PLANNING COMMISSION THIS 3 DAY OF November, 2005.  
SECRETARY: Craig Michels CHAIRMAN: Leo Jensen

**APPROVAL OF THE LAWRENCE COUNTY BOARD OF COMMISSIONERS**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
IT IS RESOLVED THAT THE LAWRENCE COUNTY BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 11 DAY OF November, 2005.  
AUDITOR: Tom Hill CHAIRMAN: Leo Jensen

**OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS 7 DAY OF November, 2005.  
LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: Debra Kuebler

**OFFICE OF THE REGISTER OF DEEDS**

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
FILED FOR RECORD THIS 9th DAY OF November, 2005 AT 10:28 O'CLOCK, A.M., AND RECORDED IN DOC. 2005-7311 MLS  
LAWRENCE COUNTY REGISTER OF DEEDS: Mary & Shane Dequity Fee \$10.00 / page

PREPARED BY:  
**ARLETH & ASSOCIATES**

25 KIRK ROAD  
DEADWOOD, SD 57732  
605-578-1637

JOB NO.  
7044

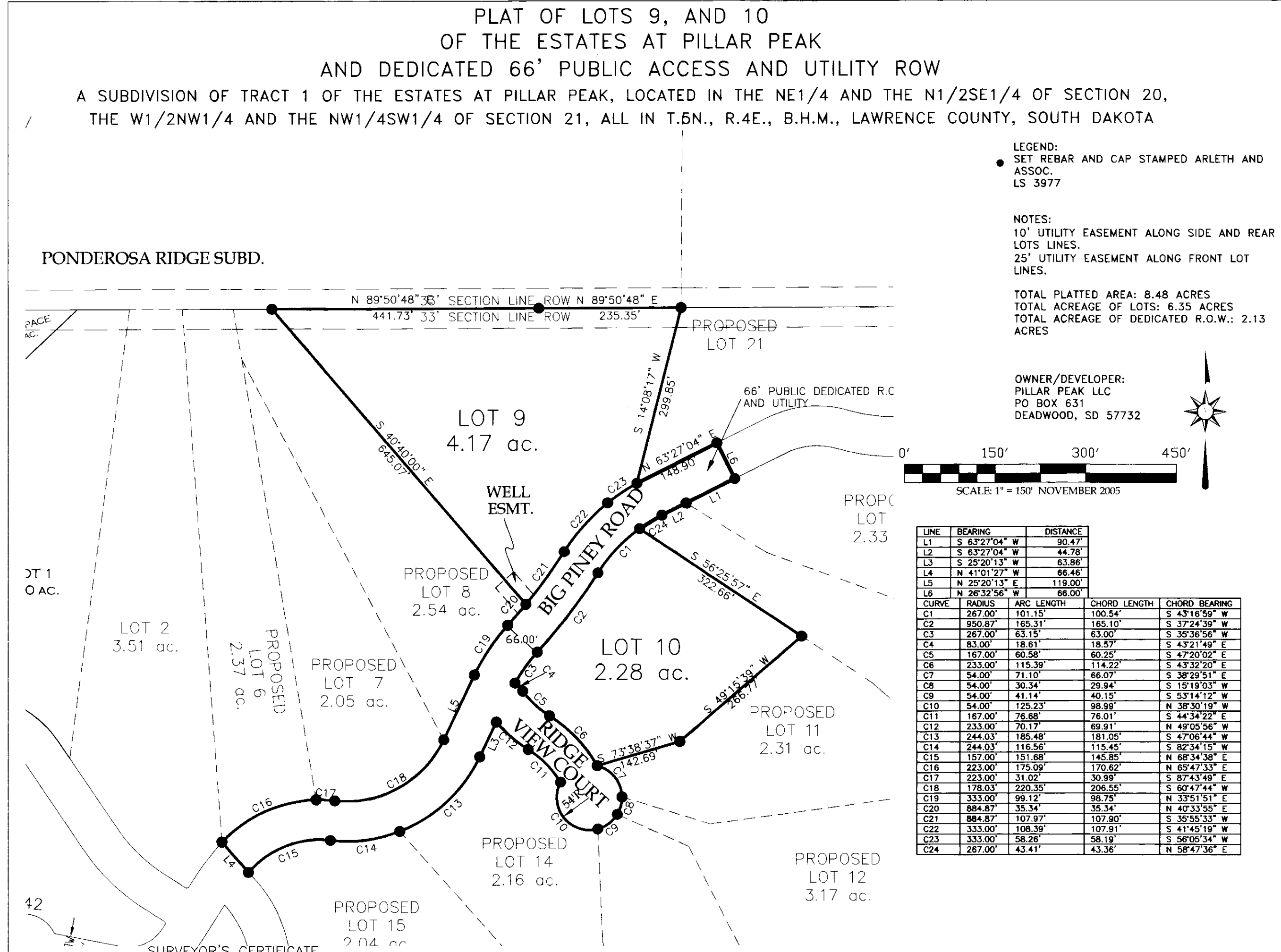
DATE: OCT. 20, 2005  
SCALE: 1" = 300'  
DRAWN:

APPROVED: JMA  
DWG: 7044

Plat Doc# 2005-7311

DRAWING NUMBER  
**2005-7916**

DRAWING NUMBER  
**2005-7916**



I, JOHN M. ARLETH, 25 KIRK ROAD, DEADWOOD, SD, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS 29 DAY OF NOVEMBER, 2005.

*John M. Arleth*  
JOHN M. ARLETH, R.L.S. 3977

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

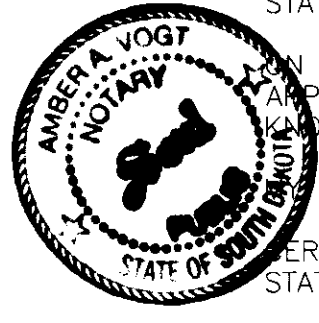
*Pillar Peak LLC*  
DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER(S): *Pillar Peak LLC* ADDRESS: *Box 631, Deadwood SD 57732*

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS 6 DAY OF December, 2005 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED *Pillar Peak LLC, William H. Pearson, President* KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

COMMISSION EXPIRES: 10/28/2010 NOTARY PUBLIC: *Amber A. Vogt*



**CERTIFICATE OF COUNTY TREASURER**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, *Selma Tridler*, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2004 TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 6th DAY OF December, 2005.

LAWRENCE COUNTY TREASURER: *Selma Tridler*



**APPROVAL OF HIGHWAY AUTHORITY**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: *Clark Williams*

**APPROVAL OF THE LAWRENCE COUNTY PLANNING COMMISSION**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE LAWRENCE COUNTY PLANNING COMMISSION THIS 1st DAY OF December, 2005.

SECRETARY: *C. Muehlen* CHAIRMAN: *Les Osarow*

**APPROVAL OF THE LAWRENCE COUNTY BOARD OF COMMISSIONERS**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE LAWRENCE COUNTY BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 6th DAY OF December, 2005.

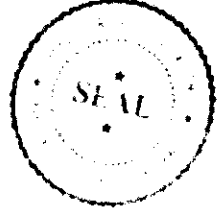
MONITOR: *Brenda McGuder-Deputy* CHAIRMAN: *Bruch D. Hg - as per RES# 05-41*



**OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS 6 DAY OF December, 2005.

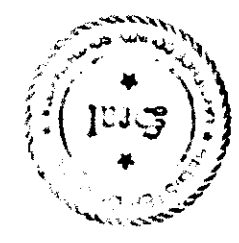
LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: *Darlene Muehlen*



**OFFICE OF THE REGISTER OF DEEDS**  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS 6th DAY OF December 2005 AT 9:55 O'CLOCK, A.M., AND RECORDED IN DOC. 2005-7916.

LAWRENCE COUNTY REGISTER OF DEEDS: *Mary & Steve Deputy* Fee \$10.00 1 page



	<b>PREPARED BY:</b> ARLETH & ASSOCIATES	25 KIRK ROAD DEADWOOD, SD 57732 605-578-1637	JOB NO. 7044	DATE: OCT. 20, 2005 SCALE: 1" = 150' DRAWN: JR	APPROVED: JMA DWG: 7044-PLAT LOT9_10-TRACTS.DWG
	Plat Doc# 2005-7916				

Document Prepared By: Richards, Hood, Brady & Nies, P.C.  
P.O. Box 726  
Spearfish, South Dakota 57783  
(605) 642-2757

TIMBER DEED

William H. Pearson a/k/a William Pearson, Pamela J. Cleveland a/k/a Pamela Cleveland, and Faunille Fierro, Grantor(s), of P.O. Box 631, Deadwood, Lawrence County, South Dakota 57732, for and in consideration of One Dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, convey and quit-claim to the Grantee POPE & TALBOT, INC., Grantee, of P.O. Box 850, Spearfish, Lawrence County, State of South Dakota 57783, all interest now owned and hereafter acquired in the all of the following described merchantable timber:

	<u>MINIMUM DBH</u>	<u>MINIMUM DIB</u>	<u>QUANTITY</u>
Saw timber	9"	6"	732.47 Tons


standing and growing on the following described real estate located in Lawrence County in the State of South Dakota:

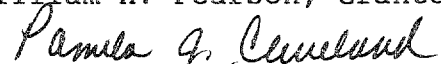
Sec. 19 E1/2SE1/4;  
Sec. 20 N1/2S1/2, SW1/4SW1/4, SW1/4, E1/2NE1/4, E1/2NW1/4, W1/2NE1/4, SW1/4NW1/4 except tracts 1, 2 and 3 as shown in Plat Doc. 90-4925 and Plat Doc. 91-2389 in the office of the Lawrence County Register of Deeds;  
Sec. 21 NW1/4SW1/4, W1/2NW1/4,

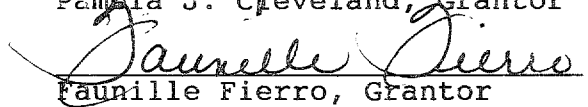
All in Township 5 North, Range 4 East, B.H.M., Lawrence County South Dakota.

Grantors further grant, bargain, sell and convey to Grantee an easement and right-of-way over and across the above-described real estate for Grantee to conduct harvesting and removal of said standing timber. This easement and right-of-way shall run with the Grantors' above-described real estate and title thereto and be binding upon the Grantors and their heirs and any person who shall hereafter acquire title to Grantors' above-described real estate or any part thereof.

Dated this 15th day of January, 1997.

  
William H. Pearson, Grantor

  
Pamela J. Cleveland, Grantor

  
Faunille Fierro, Grantor

South Dakota Timber Deed - Page 1 - 6/94

EXEMPT FROM TRANSFER FEE  
Timber only

DOC. # 97-4953 PAGE 1 OF 2



State of South Dakota )  
County of Lawrence ) ss.

On this the 15<sup>th</sup> day of January, 1997, before me, the undersigned officer, personally appeared William H. Pearson, Pamela J. Cleveland, and Faunille Fierro known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereto set my hand and official seal.

Sam A. Mudlin  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

Sam A. Mudlin - Notary Public  
My Commission Expires December 11, 2003

DOC NO. 97-4953  
FEE \$ 12.00  
1997, Dec 15  
12:39 P.M.  
Judy R. Mawer  
REGISTER OF DEEDS  
LAWRENCE COUNTY  
SOUTH DAKOTA  
2 pages

Document Prepared By: Richards, Hood, Brady & Nies, P.C.  
P.O. Box 726  
Spearfish, South Dakota 57783  
(605) 642-2757

**TIMBER DEED**

William H. Pearson a/k/a William Pearson, Pamela J. Cleveland a/k/a Pamela Cleveland, and Faunille Fierro, Grantor(s), of P.O. Box 631, Deadwood, Lawrence County, South Dakota 57732, for and in consideration of One Dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, convey and quit-claim to the Grantee POPE & TALBOT, INC., Grantee, of P.O. Box 850, Spearfish, Lawrence County, State of South Dakota 57783, all interest now owned and hereafter acquired in the all of the following described merchantable timber:

	<u>MINIMUM DBH</u>	<u>MINIMUM DIB</u>	<u>QUANTITY</u>
Saw timber	9"	6"	732.47 Tons

standing and growing on the following described real estate located in Lawrence County in the State of South Dakota:

- Sec. 19 E1/2SE1/4;
- Sec. 20 N1/2S1/2, SW1/4SW1/4, SW1/4, E1/2NE1/4, E1/2NW1/4, W1/2NE1/4, SW1/4NW1/4 except tracts 1, 2 and 3 as shown in Plat Doc. 90-4925 and Plat Doc. 91-2389 in the office of the Lawrence County Register of Deeds;
- Sec. 21 NW1/4SW1/4, W1/2NW1/4,


All in Township 5 North, Range 4 East, B.H.M., Lawrence County South Dakota.

Grantors further grant, bargain, sell and convey to Grantee an easement and right-of-way over and across the above-described real estate for Grantee to conduct harvesting and removal of said standing timber. This easement and right-of-way shall run with the Grantors' above-described real estate and title thereto and be binding upon the Grantors and their heirs and any person who shall hereafter acquire title to Grantors' above-described real estate or any part thereof.

Dated this 15 day of JANUARY, 1996.

  
\_\_\_\_\_  
William H. Pearson, Grantor

  
\_\_\_\_\_  
Pamela J. Cleveland, Grantor

  
\_\_\_\_\_  
Faunille Fierro, Grantor

EXEMPT FROM TRANSFER FEE  
Timber Only

State of South Dakota )  
County of LAWRENCE ) ss.

On this the 15 day of JANUARY, 1996, before me, the undersigned officer, personally appeared William H. Pearson, Pamela J. Cleveland, and Faunille Fierro known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereto set my hand and official seal.

William M. Coburn  
Notary Public

(SEAL)

My commission expires: 1-12-2002

DOC. NO. 97-4954  
FEE \$ 12.<sup>00</sup>  
1997, Dec. 15  
12:40 P.M.  
Judy G. Newcomer  
REGISTER OF DEEDS  
LAWRENCE COUNTY  
SOUTH DAKOTA  
2 pages

Prepared By: Alan Van Bochove  
Black Hills Power, Inc.  
P.O. Box 1400  
Rapid City, SD 57709  
605-721-3200



Doc#: 2005-08024  
Recording Fee: \$ 12  
Date: 12/08/2005 Time: 14:41  
Lawrence County  
Register of Deeds

*Sheree L Green*  
Deputy

WO#91257

**RIGHT-OF-WAY PERMIT - UG CORPORATION**

I, or We, **Pillar Peak LLC**, in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, hereby grants to **BLACK HILLS POWER, INC.**, having its principal place of business and post office address at 625 Ninth Street, P.O. Box 1400, Rapid City, South Dakota 57709, its successors and assigns, a perpetual right-of-way and easement to construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and an electrical power line with poles, wires and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefor, together with the power to extend to any communications company the right to use any pole or trench placed pursuant to the provisions hereof, upon, over and across that certain piece of real estate hereinafter described, together with the right to cut, trim, or remove from said right-of-way any brush, trees, stumps, or roots where necessary to secure a clearance from the conductors of at least 10 feet on each side of the outside conductor(s). This easement shall run with the land. The centerline of the powerline as constructed is the center line of the easement.

The real estate above referred to is specifically described as follows: **Tract 1 of The Estates At Pillar Peak being all of the NE1/4 and the N1/2SE1/4 of Section 20, the W1/2NW1/4 and the NW1/4SW1/4 of Section 21, all in T5N, R4E, B.H.M., Lawrence County, South Dakota SEE EXHIBIT "A"**

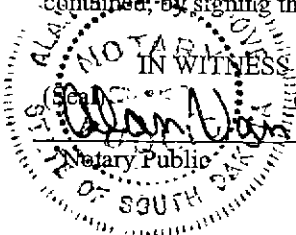
The foregoing right is granted upon the express condition that Black Hills Power, Inc. will assume liability for all damage to the hereinbefore described property caused by said Black Hills Power, Inc. failure to use due care in its exercise of the granted right.

Dated this 10<sup>th</sup> day of October, 2005. Signed: *William H. Pearson*  
[Corporate Seal]

STATE OF: South Dakota COUNTY OF: Pemington

On this 18<sup>th</sup> day of October, 2005, before me, the undersigned officer, personally appeared **William H. Pearson**, who acknowledged themselves to be an officer of **Pillar Peak LLC**, a Corporation, and at that they as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as such officer.

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

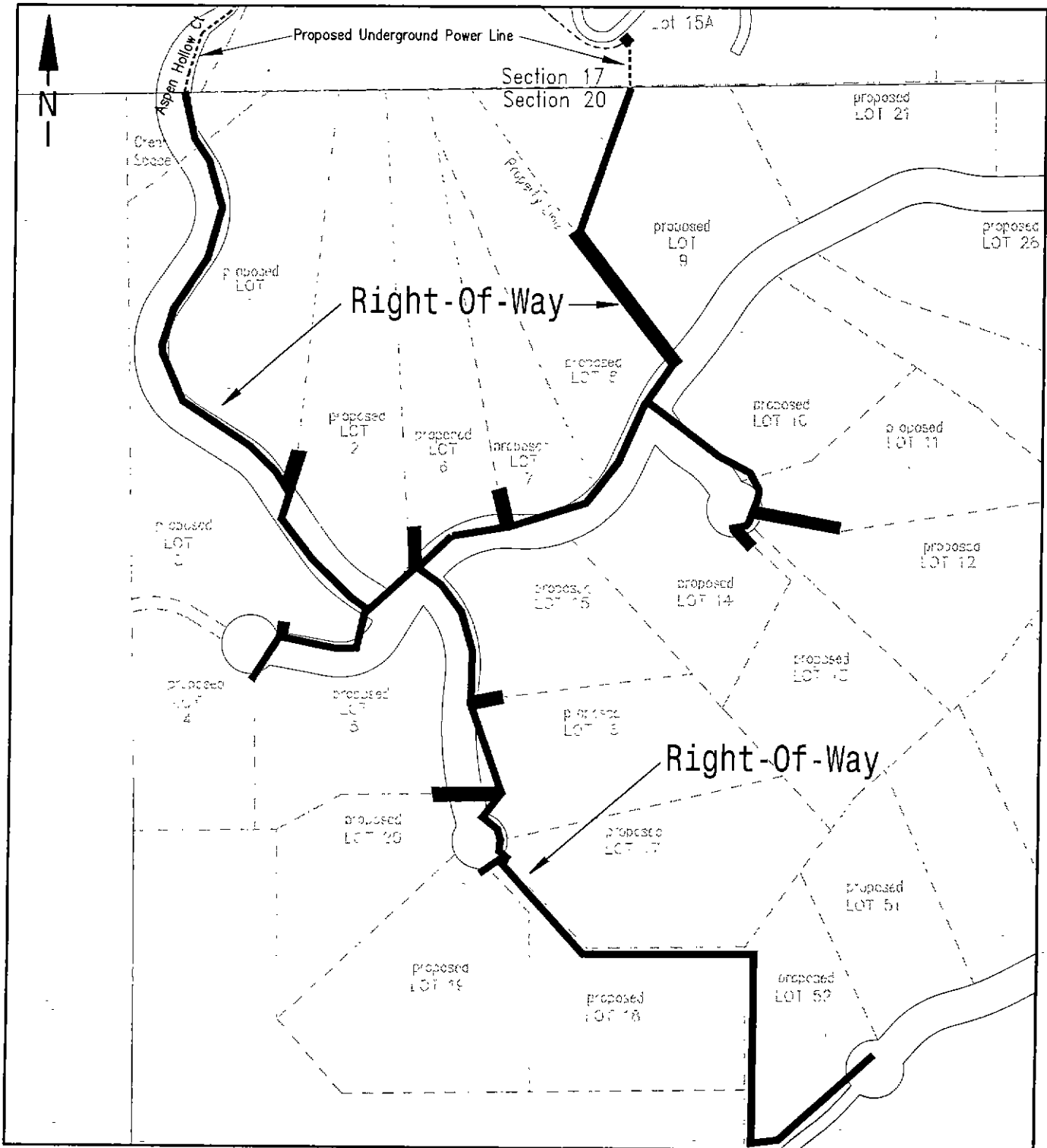


Alan Van Bochove My Commission Expires 6-21-10  
(Do not write below this line)

# EXHIBIT "A"

The real estate referred to is specifically described as follows:

Tract 1 of The Estates At Pillar Peak, being all of the NE $\frac{1}{4}$  and the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 20, the W $\frac{1}{2}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21, all in T5N, R4E, B.H.M., Lawrence County, South Dakota.



NOTE: The centerline of the powerline as constructed is the centerline of the easement.