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**NOTICE OF 2012 AMENDMENTS
TO
MOUNTAIN PLAINS 2 SUBDIVISION
1997 AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS**

NOTICE IS HEREBY GIVEN that more than a majority of the owners of all lots within Mountain Plains 2 Subdivision have approved the 2012 Amendments to 1997 Amended and Restated Declaration of Restrictive Covenants recorded as Document No. 97-5127 and Resolutions Certifying Amendments thereto recorded in Document Nos. 2001-666, 2002-3953 and 2004-1275, in the Office of the Lawrence County Register of Deeds, ("Covenants"), in regard to the following described property, to-wit:

Lots 101 through 218, inclusive, and Lots 116A, 141A, 142A, 151R, 154R-1, 215A and 219A of Mountain Plains Subdivision No. 2 located in the SE $\frac{1}{4}$ and part of NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21; W $\frac{1}{2}$ SW $\frac{1}{4}$ and part of NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 22; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, all in Township 6 North, Range 2 East, Black Hills Meridian, Lawrence County, South Dakota, according to Plat Document No. 79-1148, and as amended in part by a plat recorded as Document No. 80-1898 and replats recorded as Document No. 94-4868, Document No. 95-4841, Document No. 96-739, Document No. 97-2408, Document No. 98-357 and Document No. 2006-7773.

NOW, THEREFORE, these 2012 Amendments hereby delete, amend or add the following provisions of the Covenants as follows:

II. RESTRICTIVE COVENANTS

Section 2. **All-Terrain Vehicles, Snowmobiles, Trail Bikes and Tracked Vehicles**, is deleted in its entirety.

Section 3. **Animals**, is amended to read as follows:

3. **Animals**: Household pets such as dogs and cats for household enjoyment and not for commercial purposes shall be allowed. Household pets are to be restrained, kept on a leash or fenced and shall not be permitted to become a nuisance. Farm animals such as but not limited to chickens, domestic turkeys, cows, pigs, horses, llamas, goats, sheep, etc. are not allowed. Exotic animals such as but not limited to non-indigenous reptiles, raptors, bears, lions, tigers, etc. are not allowed. Individual exceptions concerning farm animals can be made with written approval of the Board of Directors, which may specify conditions under which such animals may be kept. Under no circumstances will animals be permitted to range freely within the development.

Section 4. **Antennae and Satellite Dishes**, is amended to read as follows:

4. **Antennae and Satellite Dishes**: Television and radio antennae and satellite dishes are to be located as inconspicuously as possible. Installation of any type of antenna extending more than four feet above the roof line of the associated home or other structure, installation of any antenna requiring guy wires for bracing, and installation of more than two antennae or satellite dishes or any combination thereof on a single lot requires written approval by the Board of Directors.

Section 5. **Approval and Conformity**, is amended to read as follows:

5. **Approval and Conformity**: No building, fence, storage shed, pool, spa, or other structure or improvement of any type shall be commenced, erected or maintained upon the property, nor shall there 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 Board of Directors or its representative. This covenant also includes but is not limited to wind turbines, solar panels, and any other type of outdoor alternative energy collection or generation equipment. All construction must be compatible and harmonious in external design with existing structures within the development.

Section 14. **Fireplaces (Outdoors) and Fires**, is amended to read as follows:

14. **Fireplaces (Outdoors) and Fires**: No incinerators, open fire pits, open burning or unscreened outdoor fireplaces shall be allowed. Chimineas, ceramic grills or other types of fire containment appliances must have a fine screen mesh over all openings sufficient to contain all sparks. Controlled burning for safety purposes directed by any governmental unit shall be permitted. Brush piles created as a result of individual lot owner fuel or insect infestation reduction efforts may be disposed of by burning, provided the individual complies with all governmental requirements.

Section 22. **Lot Restrictions**, is amended to read as follows:

22. **Lot Restrictions**: No more than one single family dwelling may be constructed on any lot. This shall not preclude the construction of guest quarters such as may be designed above a detached garage or carriage house so long as such quarters are not used for long-term or quasi-permanent habitation by a second family group whether or not related to the property owner and so long as such quarters are not used as long-term commercial rental or lease property.

Section 25. **Outdoor Storage**, is amended to read as follows:

25. **Outdoor Storage**: No outdoor storage of any material, firewood, automotive accessories, equipment, or other items shall be kept or stored between the home and the roadway fronting the property.

Section 31. **Temporary Structures**, is amended to read as follows:

31. **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. **Vehicles**, is amended to read as follows:

33. **Vehicles**: Recreational vehicles, trailers, motorcycles, automobiles, snowmobiles, and/or any other motorized conveyances, whether operable or not, may not be stored between the house and the road that fronts the house. Only one road will be considered as "fronting" for lots located with roads on two or more sides. For lots that are partially encircled by a road, only that section of the road passing one side of the lot will be considered as "fronting" it. A lot owner may provide a privacy fence consisting of man-made materials or natural plantings to provide an adequate visual barrier between a restricted

item and the fronting road. Such privacy barriers will require written approval by the board of directors prior to their construction. No campers or recreational vehicles shall be parked on any lot for use as a residence for more than fourteen (14) consecutive days.

III. COVENANTS FOR ASSESSMENT

Sub-section 1. B. of Section 1. General Assessments, shall be amended to read as follows:

- B. All lots are classed the same and assessed equally regardless of whether or not a building permit has been issued and whether or not a residence has been constructed. The former lot classification system of A, B and C and differences in assessments based upon lot classification no longer exist.

Section 2. **Special Assessments**, shall be amended to read as follows:

- 2. **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 5. **Breach of Payment**, shall be amended to read as follows:

- 5. **Breach of Payment**: Any general or special assessment not paid on the due date shall be deemed delinquent and shall be subject to late payment fees, together with costs of collection, including attorney's fees and costs. The assessment shall be binding upon the lot owner, his or her heirs, devisees, personal representatives and assigns. The obligation of an owner to pay an assessment shall also remain his or her personal, joint and several obligation. (See Enforcement.)

IV. GENERAL

Sub-section 5. B. of Section 5. **Enforcement**, shall be amended to read as follows:

- B. These covenants and restrictions shall be enforced by the Association. 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 restriction shall in no event be deemed a waiver or work as an estoppel of the right to do so. In the event the Board of Directors elects to pursue legal or equitable action to enforce the covenants, by-laws, or duly adopted rules of the Association, or to take action to perfect a lien or to enforce any other responsibility of any owner or member or obligation of maintenance or performance by any owner or member and obtains a judgment or final order in the Association's favor, the person or lot owner against whom the judgment or order is found shall be responsible for the Association's legal fees and costs incurred in pursuing the action. If a lot owner brings legal action against the Association and is unsuccessful by way of judgment or final order, the lot owner shall be responsible for the Association's legal fees and costs incurred in defending the action.

A new sub-section F. will be added to Section 5. **Enforcement**, which shall provide as follows:

- F. Right of Entry: Any duly elected member of the MP2 Homeowner Association Board of Directors shall have the right to enter any lot within the development without hindrance or accusation of trespass in order to carry out the duties and responsibilities of the Board as set forth in the by-laws and covenants of the Association. This same right shall extend to contractors, consultants, and others acting on behalf of and under direct authorization of the Board. The Board shall make a good faith effort to communicate with the lot owner and to secure permission before any such entry, except for normal, recurring entries such as for water meter readings; however, failure to secure such permission shall not delay or otherwise hinder entry. This right of entry pertains solely to the lot and does not in any way authorize uninvited entry into any structure on the lot.

A new Section 8 will be added to Article IV. General, which shall provide as follows:

8. Restated Covenants. The Board of Directors, at its discretion, may from time to time issue and record Restated Covenants to replace the original covenants and all approved amendments into a single document for convenience of the Association.

