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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HIDDEN VALLEY RANCH SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Homes in the Hills, L.L.C., a South Dakota limited liability company, hereinafter referred to as declarant.

WITNESSETH

WHEREAS, declarant is the owner of the following described property:

NE1/4SE1/4 & N1/2SE1/4SE1/4 Section 28, T8N, R1E, HBM, Butte County, SD

NOW, THEREFORE, declarant hereby declares that the property described above (hereinafter "property") shall be held, sold and conveyed subject to this declaration for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, improvement, equipment or any visible thing shall be commenced, erected or maintained on the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design, color and location in relation to surrounding structures and topography by the declarant and/or an architectural committee selected by declarant.

All colors must be dark browns, grays, blacks, greens or wood-tones such as tan or beige and other dark colors. The height and location of all buildings shall be designed and located to assist in the preservation of views of others. All outbuildings, barns, sheds, shops, garages and other buildings shall be complimentary in design to the residence and other buildings in this property.

Outdoor lighting shall be designed to minimize light pollution and scatter in a horizontal direction. White, bright, light or galvanized trim, gutters, chimneys, TV dishes, flashing, vents, or tanks shall be permitted as inconspicuously as possible upon approval by declarant.

In the event declarant or/and architectural committee fails to approve or disapprove such plans within 30 days of submission, approval will not be required and the application will be deemed to have been approved. Until such time as an architectural committee is selected, declarant, will serve as the sole determinant.

ARTICLE II.

Section 1. Animals All animals shall be strictly controlled by their owners to prevent them from becoming a nuisance to the neighbors or harassment of wildlife and other animals. All pets are to remain within the boundaries of the owner's property and avoid becoming an annoyance. Barking dogs must be confined indoors after 10:00 pm. No dangerous animals are allowed including but not limited to Pit Bulls, Dobermans, and Rotwieller dogs. Declarant may decide, at his discretion, to allow one (1) to two (2) larger, grazing-type animals on a maximum of 4 lots. A written proposal must be submitted to declarant dealing with number, type, shelter, grazing, and over-all management and care of animals. Declarant must approve proposal in writing. Declarant will provide guidelines provided by the Colorado Extension office pertaining to horse management on small acreages. Grazing must end when fifty percent (50%) of the annual forage production has been grazed, either by removing the animals or by providing supplemental feed. The Natural Resource Conservation service in Belle Fourche shall be the final arbiter of any grazing disputes. Offensive smells from animal waste must be removed. Commercial breeding is not allowed. No pigs are allowed.

Section 2. Firearms, Peace, and Quiet No firearms shall be discharged on property. No owner of a lot shall permit anything to be done or kept on or within their lot which might obstruct or interfere with the rights of another owner's occupancy or of other authorized persons to use and enjoy the property. Use and enjoyment includes unreasonable noise and smells.

Section 3. Screening and Vehicles No trash, rubbish, junk, unused equipment, building supplies, stockpiles, parts, or refuse may be accumulated on the property except in suitable receptacles screened from public view and protected from disturbances and emptied at least monthly. This restriction applies to contractors during construction. No motor vehicles or equipment except those in average daily use shall be kept on the property unless garaged within a conforming and approved building and every vehicle must have a garage space available for its exclusive use unless it is screened from public view. No commercial vehicle larger than vans or pickups of one ton capacity may be kept on property unless garaged. One personal RV may be parked on each lot. Visiting RV's may be kept temporarily not to exceed 45 days a year. All properties shall be maintained in a neat and orderly condition.

Section 4. Signs Except for property identification or directional signs which must be first approved by the association, no other signs of any kind shall be permitted on the property or displayed to the public view, provided, however, that it shall be permissible to display on any lot one sign of not more than eight (8) square feet for the limited purpose of advertising the land for sale or lease by an owner or his agent or by a builder which must be removed the day of the closing of the sale. No other signs, billboards, or other advertising devices shall be used on any lot except for identification of a residence, road, or no hunting/trespassing. All signs must be approved in writing by declarant/association.

Section 5. Construction The exterior construction of any building must be completed within 12 months from start to finish. There is no time limit of when any specific building has to been started. Any soil disturbed by construction shall be landscaped within 12 months of end of construction to prevent weeds.

Section 6. Dwelling All buildings shall be set on a permanent foundation. Mobile, single, or double-wide homes are not permitted.

Section 7. Fences/Utilities No fence shall be constructed except upon approval by declarant/association.

Section 8. Lot size No lot may be subdivided. Two or more lots may be combined into one lot and conveyed as one lot.

Section 9. Residential Use All lots shall be used for residential single family purposes only, except lot 7, which is grandfathered in as a limited commercial business per agreement between buyer and seller. If existing owner (Stein) sells lot 7 to anyone other than immediate family members, it shall revert back to single family status only.

Section 10. Weed control The owner of each lot shall control and eliminate weeds and noxious plants on their property. Such weed control products shall be in accordance with appropriate County, State, and Federal laws.

Section 11. Septic Systems Each home owner shall install a septic system in accordance with any ordinances adopted by Butte County.

ARTICLE III

REPAIR/RESTORATION

In the event any owner of the properties shall fail to maintain the premises and the improvements located thereon in a manner satisfactory to the declarant/architectural committee, the association, after approval by two-thirds (2/3) vote of the board of directors, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain or bring into compliance the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such repair, maintenance, restoration or compliance shall be added to and become part of the assessment to which such lot is subject. The association may determine to submit the determination to a court of competent jurisdiction for declaratory judgment, specific performance or injunctive relief, the costs of which, if granted or confirmed in favor of the association, may be assessed against the owner and property.

ARTICLE IV

WAIVER OF LIABILITY

Section 1. Waiver of liability By the acceptance of their deed, all owners, heirs, and assigns waive all claims against declarant, the association, its board, officers and architectural committee.

ARTICLE V

GENERAL PROVISIONS

Section 1. Annual Assessments. Hidden Valley Ranch Homeowners Association will oversee and assess lots to fund needed repairs, maintain roads and common areas, and enforce covenants.

Section 2. Enforcement The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

