Prepared by:
Eric N. Rasmussen
Helsper, McCarty & Rasmussen, P.C.
1441 Sixth Street, Suite #200
Brookings, SD 57006
(605) 692-7775

DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRAIRIE HILLS ADDITION

THIS DECLARATION, made on the date hereinafter set forth by PRAIRIE HILLS, L.L.C., a South Dakota Limited Liability Company, of Brookings, South Dakota (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the Owner of certain real property in the City of Brookings, Brookings County, South Dakota, which is described below; and

WHEREAS, Declarant desires to create on said real property a residential community with permanent parks, open spaces and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said community and to this end desires to subject the real property described below, together with such additions as may hereafter be made, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof;

NOW, THEREFORE, the Declarant hereby declares that all of the property herein described shall be held, sold and conveyed, subject to the following easements, restrictions, covenants, and conditions which are 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 the right, title or interest in the described properties or in part thereof, their heirs, successors and assigns and which rights shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

a. "Association" shall mean and refer to the BROOKINGS PRAIRIE HILLS HOMEOWNERS ASSOCIATION, INC. which is anticipated to be a South Dakota Nonprofit Corporation of the same name to be organized and exist under the laws of the State of South Dakota for the purpose as set forth in the corporation documents with all the rights, duties and obligations set forth herein, or to its successors and assigns.

b. "Common Area" shall mean all property within PRAIRIE HILLS owned by the Developer or the Association as the case may be for the common use and enjoyment of the Owners, which has not been exempted from these Covenants and Restrictions and which has been developed and landscaped for and devoted to the common use of the Owners by the Developer. Developer shall be allowed to designate additional common areas from time to time as development of PRAIRIE HILLS progresses. Common Area shall not include public sidewalks along the south or east sides of Sweetgrass Drive. Neither Developer nor the Association shall have any obligation for the installation or maintenance of sidewalks in the public right-of-way.

c. "Common Expenses" shall mean any and all expenses related to the care and keep of the common area, except such expenses as may hereafter be assigned to the Owners.

d. "PRAIRIE HILLS" shall mean the development of residential Lots and common area in Brookings, Brookings County, South Dakota, within the real property identified in Article II below, all of which residential dwelling units and common area shall be subject to the rules, regulations, covenants and restrictions set forth herein.

e. "Developer" shall mean and refer to PRAIRIE HILLS, L.L.C., a South Dakota Limited Liability Company, its successors and assigns, if such successors or assigns should acquire the balance of undeveloped Lots from the Developer for the purpose of development.

f. "Lot" shall mean that portion of the real property described below which has been deeded to the Owners separately as shown on any recorded subdivision map of the property described below. For purposes of these covenants, "Lot" shall not include common area whether deeded or not.

g. "Member" shall mean and refer to all Owners who are members of the Association as provided below.

h. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or living unit as part of PRAIRIE HILLS, but not refer to the mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Brookings, Brookings County, South Dakota more particularly described as follows:

> Lots 28-33, 33B, 34-38, and 38B of Block 12; Lots 39, 40, 40B, 41-54, and 54B of Block 13; Lots 55 and 55B of Block 14; Lots 113-115 of Block 15; Lots 129 to 140 of Block 16; all in Prairie Hills Addition, an Addition to the City of Brookings, Brookings County, South Dakota.

The above property shall be referred to as "the Premises".

Section 2. Alterations to the Premises.

a. General Plan of Development. Attached hereto as Exhibit 1 is a preliminary plat of a portion of Prairie Hills Addition to the City of Brookings. The Declarant is not limited by such preliminary plat as to the exact number or configuration of the residential Lots or Common Areas. As part of the original development of Prairie Hills Addition, the Declarant may exempt any lots or

subdivisions of the premises from the effects, burdens and benefits of this Declaration, and all the Covenants and Restrictions contained herein.

b. Additions. If within twenty-five (25) years of the date of this Declaration the Declarant should develop additional residential Lots adjacent to the Premises, such additional lands may be annexed to the Premises and included within the property subject to this Declaration. The annexation of any such additional Lots shall be accomplished by the filing for record of a Supplemental Declaration of Covenants and Restrictions with respect to such additional Lots, to include the legal description of such additional platted Lots. Such Supplemental Declaration shall contain any and all complimentary additions and modifications to the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character of the Premises as modified and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants established by this Declaration with respect to "the Premises" not exempted as allowed by this subsection.

c. Mergers. Upon merger or consolidation of the Association with another association as provided in its By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively the properties, rights and obligations of another association may by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Premises together with the covenants and restrictions established on any other properties as one scheme. No such merger or consolidation however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Premises as they then exist, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A shall be all those Owners as defined above with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Developer shall be the sole Class B Member. The Class B Member shall be entitled to 200 votes in the Association. The Class B membership shall cease and terminate upon the happening of any of the following events whichever first occurs:

a. When the last Lot within PRAIRIE HILLS is sold or,

b. When the Developer formally announces no further residential Lots will be developed as part of PRAIRIE HILLS or,

c. Twenty-five (25) years from the date of this Declaration or upon the termination of any renewal.

From and after the happening of any of the above described events, which ever first occurs, the Class B Member shall be deemed to be a Class A Member, entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easement of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the common properties when deeded to the Association, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Area. The Developer may retain legal title to all or any portion of the Common Area until such time as it has completed improvements thereon or until such time as in the opinion of the Developer, the Association is able to maintain the same, or when the Developer formally announces that no further development of PRAIRIE HILLS shall occur. It is anticipated throughout the development of PRAIRIE HILLS that the Developer may deed portions of Common Area lots as individually platted lots, to the Association. Upon the completion of the development or upon formal announcement of no further development, the Developer shall transfer ownership by good and sufficient warranty deed, of any undeeded Common Area as they then exist, to the Association. Notwithstanding Developer's ownership of the Common Area, the Association shall provide for the maintenance of the developed Common Area.

Section 3. Extent of Members Easements. The rights and easements of enjoyment created hereby and the title of the Association to the common properties shall be subject to the following:

a. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common properties, and in aid thereof to mortgage said properties, and the rights of such mortgagee in such property shall be subordinate to the rights of the Members hereunder; and

b. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

c. The right of the Association to enact Rules and Regulations governing the use and enjoyment of the Common Area; and

d. The right of the Association as provided in its Articles and By-Laws to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid; and to suspend the said enjoyment rights for any period not to exceed thirty (30) days for any infraction and to assess a fine not to exceed $100.00 for each infraction of its published rules and regulations; provided however, that nothing contained in this subparagraph shall be deemed to deny an owner access to and from his Lot located in PRAIRIE HILLS; and

e. The rights of the Association to charge reasonable admission and other fees for use of the common properties; and

f. The right of the Association to dedicate or transfer all or any part of the Common Area (after the same has been deeded to the Association) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, and no determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast three-fourths of the vote of each class of membership has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

ARTICLE V

COVENANTS FOR ASSESSMENTS AND MAINTENANCE

Section 1. Creation of assessments. The Developer for each Lot owned by it within PRAIRIE HILLS hereby covenants and each Owner of any Lot, by acceptance of a deed therefore, whether or

not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements; and (c) special assessments for repairs and maintenance, all such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and the costs of collection thereof, shall be the personal obligation of the person who was the owner of each Lot at the time when the assessment fell due and shall be a lien against each Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in PRAIRIE HILLS, including the maintenance, repair and replacement of any improvement within any Common Area. The care and maintenance costs anticipated may include: mowing, weed control, fertilizing, lawn repair, sidewalk repair, snow removal, and tree replacement.

Section 3. Initial Annual Assessment and Subsequent Annual Assessments. Until modified as provided below, the annual assessment shall be $185.00 per Lot for each calendar year, and payable as hereinafter provided. From and after the year beginning January 1, 2018, the annual assessment will automatically be increased by the greater of 2% or the amount of inflation as set forth in the Wall Street Journal as of August 31 of each year. However, in November of each year, for the succeeding year, the Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for the following year in a lesser amount. The assessment for each platted Lot owned by the Developer, shall be one-half of the annual assessment, and commence January 1 of the second full calendar year following the plat of any such Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any construction, reconstruction, or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote

of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent by first class mail to all the Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

Section 5. Special Assessments for Repairs and Maintenance. In addition to the assessments authorized by Sections 3 and 4 above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part: (a) the cost of unexpected repairs of the common properties due to damage caused by a natural disaster or other distinct event; and/or (b) the cost of any construction or modification of the common properties required by governmental action. An assessment pursuant to this Section 5 shall not require the approval of the membership.

Section 6. Quorum for any action authorized under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

> At the first meeting called for such purpose, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at each such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than forty-five (45) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. The annual assessment provided for herein shall commence on and be prorated to the date of closing of the sale of a Lot to an Owner.

The due date of any special assessments allowed within this Article shall be fixed in the resolution authorizing such assessments.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement

and the amount of the assessment at least thirty (30) days in advance of such date and shall maintain a roster of the properties and assessments applicable thereto which shall be kept by the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall be sent by first class mail to every Owner subject thereto. The Association shall upon demand furnish to any Owner liable for assessment, a certificate in writing signed by an officer of the Association setting forth whether the assessment has been paid. Such certificate shall be conclusive evidence of the payment of assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due as specified herein, then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien on the property which shall bind such properties in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event judgment is obtained, such judgment shall include interest, costs, reasonable attorney's fees as allowed by law, and any other expenses allowed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the common properties or abandonment of his Lot.

Section 10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money mortgage placed upon a Lot subject to assessments; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to a decree of foreclosure or

any other proceeding in lieu of foreclosure; such sale or transfer shall not release a Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein;

a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

b. All properties exempted from taxation by the laws of the State of South Dakota.

c. All Common Area as defined herein.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from assessments, charges or liens.

ARTICLE VI

INSURANCE

Section 1. Association Responsibility to Insure. Insurance policies upon the property covering the items described in Section 2 of this Article shall be purchased by the Association as trustee for the benefit of the Association and the Owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to any mortgagees.

Section 2. Insurance Coverage. Insurance shall cover the following:

a. All common properties and betterments, including improvements owned or operated and maintained for the benefit of the Association, and all personal fixtures and property included in the common properties in an amount equal to the insurable replacement value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against "all risks" of direct physical loss or damage;

b. Public liability of at least $1,000,000 for each occurrence, and bodily injury and property damage liability and with such additional coverage as shall be required by the Board of Directors of the Association;

c. Workmen's compensation as required by law; and

d. Such other insurance, including a Fidelity Bond on the Association's agent handling its monies, as the Board of Directors of the Association shall determine from time to time is desirable.

Section 3. Premium Payment and Assessment. Premiums on insurance policies purchased by the Association shall be paid by the Association as a common expense of the Association. The premiums paid by the Association shall be included in the assessment for each owner.

ARTICLE VII

PROTECTIVE COVENANTS

Section 1. Residential Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than a single family living unit, except that on any portion of PRAIRIE HILLS that is zoned R-2, a twin home or duplex may be constructed, or on any portion that is zoned R-3, a row house, twin home, or duplex may be constructed. The Developer and/or the Association may elect to construct a community building or maintenance buildings as are necessary for the benefit of the Members.

Section 2. Prohibited Activities. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which shall become an annoyance or nuisance. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. No more than three household pets may be kept on any Lot. An Owner may construct a kennel or dog run provided the same contains no more than 80 square feet, is attached to the residence, and screened from view of adjacent Lots. Under no circumstances may any animal be maintained for any commercial purpose. No automotive repair may be conducted on any Lot except within a garage, however, no commercial automotive repair shall be conducted under any circumstances.

Section 3. Prohibited Residences. No trailer, basement, tent, shack, garage, barn, outbuilding or structure of a temporary character shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 4. Automobile and recreational vehicle storage. No vehicle, recreational vehicle, boat, snowmobile, trailer, or unlicensed motor vehicle may be kept on any street, Lot or common area for a period of time in excess of five (5) days except within a garage.

Section 5. Trash Containers. No trash or debris shall be left on or in any Lot except in approved containers. No trash receptacles or garbage cans shall be located outside of a building unless placed on a temporary basis only, awaiting pickup.

Section 6. Outbuilding and Fences. No fence, building, outbuilding, shed, kennel or other pet enclosure of any kind may be constructed, erected or moved onto any Lot or plot without first submitting a written proposal containing the plans and specifications of any such structure to the Architectural Committee. Under no circumstances shall any such structure be erected on the common area. Furthermore, no perimeter fence shall be allowed under any circumstances.

Section 7. Removal of Soil. No soil may be removed from any Lot without the prior approval of the Developer, and there shall be no change in the grade levels as they exist at the perimeter of the Lot. This provision shall not apply to the Developer during any period of original construction on a Lot. Furthermore, the Developer may direct fill dirt within the development; any excess fill dirt shall be hauled and deposited within the development at the expense of the Owner. Finally, Owner agrees to abide by all drainage control requirements imposed by the State of South Dakota and/or the City of Brookings.

Section 8. Residency Restrictions. The number of residents in any living unit shall be limited to a family or household which shall mean one or more persons related by blood, marriage, adoption or formal guardianship as an individual housekeeping entity, such may include no more than two (2) other persons not related by blood, marriage, adoption or guardianship. Notwithstanding any other provision, the maximum number of persons residing in a residence shall not exceed two (2) per legal bedroom.

Section 9. Vacant Lots. Owners of vacant Lots must keep them neat and clean in appearance and mowed as needed. If after ten (10) days' notice an Owner shall fail to comply with this requirement, the Developer or the Association may perform the necessary service and bill the Owner the cost thereof and shall have a lien on the property for such service. Every Owner shall commence construction of a living unit on a Lot within two years of the date of purchase and thereafter diligently continue construction until completion. Failure to commence construction within said two year period shall entitle but not obligate the Developer to repurchase the Lot for the original purchase price.

Section 10. Setbacks and Architectural Requirements. All dwellings built on any single family Lot within PRAIRIE HILLS shall have a minimum front yard setback of twenty feet (20') and a minimum side yard setback of seven feet (7'), and a minimum rear yard setback of twenty feet (20'). Notwithstanding the above, dwellings with public sidewalks shall have a minimum front yard setback of twenty-five feet (25'). Architectural review is to establish compatibility and endeavor to maintain property values. As such, appropriateness of size, height, layout, color, exterior aesthetics, landscaping, and any other physical feature may be considered in the evaluation of the plans and specifications as further described in Article VIII below.

The Architectural Committee, in its sole discretion, may excuse compliance with such architectural requirements as are not necessary or appropriate to specific situations and may permit compliance with different or alternative requirements. Any questions arising as to conformance to minimum space standards, or any variances thereof, shall be decided by the Architectural Committee.

Neither the Association nor the Developer shall be responsible in any way for any defects in any plans or specifications approved by the Architectural Committee, nor for any structural defects or work done in accordance with such plans and specifications approved by the Architectural Committee.

Section 11. No Box Elder, Chinese Elm, American Elm, Cottonwood, or other such noxious trees shall be planted on any part of this subdivision. This provisions shall not apply to trees existing in the Common Areas at the time of development.

Section 12. No portion of the Premises other than an entire Lot, together with the improvements thereon, may be rented or leased and then only to a single family. Rent of a Lot shall not relieve the Owner of any obligation of these Covenants, and the Owner shall be responsible to enforce these Covenants upon any tenant.

Section 13. Erosion Control. At all times during initial construction and thereafter, Owners, their contractors, landscapers and all others shall adhere to the requirements of the general permit for storm water discharges associated with construction activities imposed by the South Dakota Department of Environment and Natural Resources and/or the City of Brookings including, without limitation, using proper control measures to avoid erosion. It shall be the responsibility of the Owner, their contractor or landscaper to be acquainted with the appropriate rules and regulations imposed by the Department of Environment and Natural Resources to prevent storm water discharges associated with construction activities.

Section 14. Miscellaneous Restrictions. Notwithstanding any omission in this Article, the use of any property included in this Declaration shall be restricted by any other limits expressed elsewhere in this Declaration, and by any applicable rule, regulation, ordinance or statute.

ARTICLE VIII

ARCHITECTURAL COMMITTEE

Section 1. There shall be created an Architectural Committee which shall be responsible for reviewing the plans of all proposed residences as part of the original construction, as well as repairs, additions, modifications or landscaping thereafter. The primary purpose of the Committee is to review and approve or deny written plans and drawings submitted by an Owner. Such Committee shall review building and modification plans to ensure neighborhood compatibility. Notwithstanding the above, at all times the Owner shall remain 100% responsible for constructing the home in accordance with approved plans and maintenance of the home following completion. Notwithstanding anything contained in this Article to the contrary, the Committee may not approve plans which do not meet the applicable building codes.

Section 2. The Architectural Committee shall consist of not less than three (3) nor more than seven (7) Members to be selected annually by the Board of Directors of the Association, with the Members to be chosen for varying terms so as to achieve staggered terms and continuity of membership of such Committee. For so long as the Developer remains a Class B Member, Developer shall appoint one Member to the Architectural Committee. However, the Developer shall have the power to veto any action taken by the Committee until the termination of the Class B membership as specified in Article III, Section 2.

Section 3. No construction, change, modification or alteration for which plans are to be submitted to the Committee shall commence until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing by the Architectural Committee as to the harmony of external design and location in relation to the surrounding structures and other such factors as the Architectural Committee considers necessary and relevant to maintain the aesthetics of the neighborhood. The Architectural Committee shall review and either approve or disapprove such design plan within thirty (30) days after the plans and specifications have been submitted to it. Failure of the Architectural Committee to act within said period shall entitle the Owner to go directly to the Board of Directors for approval of the submitted plans.

Section 4. Maintenance by Owner. Nothing in this Article shall preclude or relieve an Owner from maintaining a residence. Any repairs, improvements, and/or maintenance performed by an Owner must be accomplished in a workmanlike manner to the satisfaction of the Association. No repairs, improvements or maintenance may alter the aesthetics of the property, unless approved in advance as provided for in this Article. In the event of the failure of an Owner to maintain their property, after ten (10) days' notice, the Association may, but shall not be obligated to, perform repairs and maintenance on the exterior of a residence. The cost of any maintenance performed by the Association shall be assessed to the Lot Owner and added to the annual assessment for such Lot.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions and easements of Declaration shall run with the land and bind and inure

to the benefit of and be enforceable by the Association or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants, restrictions and easements shall be automatically extended for a period of ten years, with successive ten (10) years extensions thereafter. Amendments to this Declaration may be affected by a two-thirds (2/3) vote of the Members of the Association. Any amendments to this Declaration must be recorded.

Section 2. Severability. Invalidation of any one of these covenants and restrictions by judgment or Court order shall in no way affect the remaining provisions.

Section 3. Notice. Any notice to be given pursuant to this Declaration shall be given to the Owner of any Lot at the legal address in writing by certified or first class mail. Notice to the Association shall be by certified mail to the registered agent of the Association as set forth in the Articles of Incorporation for the Association or as later amended.

Section 4. Waiver. Failure of the Association or any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Attorney's Fees. Any property Owner violating any of the covenants and restrictions provided herein shall, in addition to any other damages, be liable and responsible for attorney's fees and costs that may result from the specific enforcement of these covenants.

IN WITNESS WHEREOF, the Declarants have caused this Declaration of Covenants and Restrictions to be executed this 14TH day of JUNE, 2016.

PRAIRIE HILLS, L.L.C., a South Dakota Limited Liability Company

BY: _____

ITS: MANAGER

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF BROOKINGS)

On this the 14th day of June, 2016, before me, Eric N. Rasmussen, the undersigned officer, personally appeared John H. Mills, who acknowledged himself to be the Manager of PRAIRIE HILLS, L.L.C., and acknowledged that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself in the capacity therein stated.

Subscribed and sworn to before me this 14 day of June, 2016.

(SEAL)

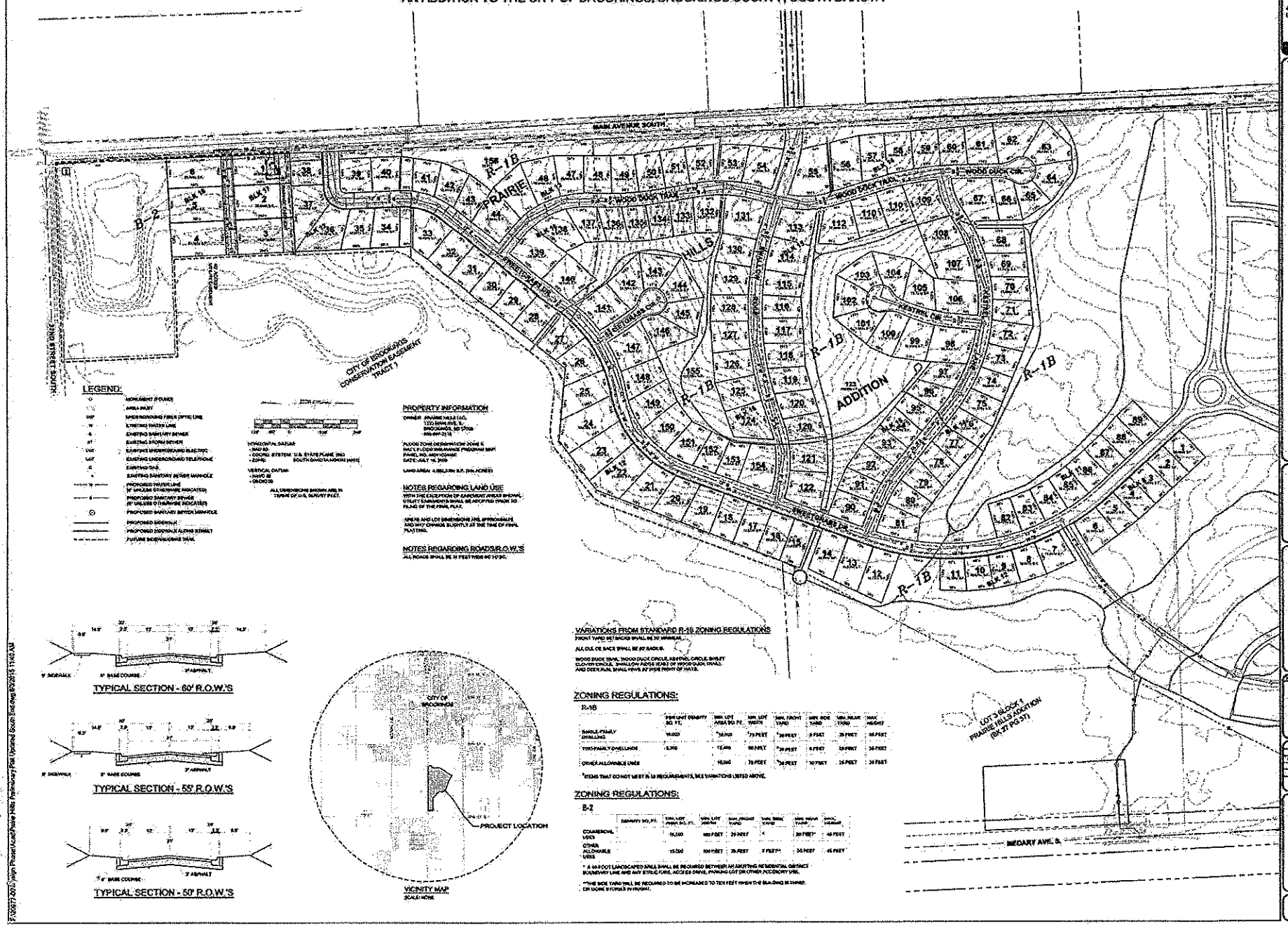
Notary Public - South Dakota

My Commission Expires: 2/26/19

PRELIMINARY PLAT OF A PORTION OF

PRAIRIE HILLS ADDITION

AN ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA



LEGEND:

- MONUMENT (FOUND)
- AREA INLET
- UNDERGROUND FIBER OPTIC LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND TELEPHONE
- EXISTING GAS
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED WATER LINE (8" UNLESS OTHERWISE INDICATED)
- PROPOSED SANITARY SEWER (8" UNLESS OTHERWISE INDICATED)
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SIDEWALK
- PROPOSED ZERO LOT LINE STREET
- FUTURE SIDEWALK/BIKE TRAIL

HORIZONTAL DATUM
- BASED ON:
- EXISTING SYSTEM: U.S. STATE PLANE 1983
- ZONE: SOUTH DAKOTA NORTH (4401)

VERTICAL DATUM
- DATA IS
- GRADED

ALL DIMENSIONS SHOWN ARE IN TERMS OF U.S. SURVEY FEET.

PROPERTY INFORMATION

OWNER: PRAIRIE HILLS LLC,
1250 MAIN AVE. S.
BROOKINGS, SD 57006
605-691-2116

FLOOD ZONE DESIGNATION: ZONE X
UNOFFICIAL FLOOD INSURANCE PROGRAM MAP
PANEL NO.: 46013C0004E
DATE: JULY 16, 2009

LAND AREA: 4,883,319 S.F. (112.1 ACRES)

NOTES REGARDING LAND USE

WITH THE EXCEPTION OF EASEMENT AREAS SHOWN, STREET SUMMARY'S SHALL BE RECEIVED UNDER NO FILING OF THE FINAL PLAT.

AREAS AND LOT DIMENSIONS ARE APPROXIMATE AND MAY CHANGE SLIGHTLY AT THE TIME OF FINAL PLATTING.

NOTES REGARDING ROADS/R.O.W.'S

ALL ROADS SHALL BE 31 FEET WIDE BC TO BC.

TYPICAL SECTION - 60' R.O.W.'S

TYPICAL SECTION - 55' R.O.W.'S

TYPICAL SECTION - 50' R.O.W.'S

VICINITY MAP
SCALE: NONE

VARIATIONS FROM STANDARD R-1B ZONING REGULATIONS

FRONT YARD SETBACK SHALL BE 20' MINIMUM.

ALL CUL-DE-SACS SHALL BE 60' RADIUS.

WOOD DUCK TRAIL, WOOD DUCK CIRCLE, KESTREL CIRCLE, SHALLOW RIDGE TRAIL, SHALLOW RIDGE CIRCLE, SHALLOW RIDGE SEGMENT OF WOOD DUCK TRAIL AND DEER RUN, SHALL HAVE 30' WIDE RIGHT OF WAYS.

ZONING REGULATIONS:

R-1B

	MIN. LOT AREA SQ. FT.	MIN. LOT WIDTH	MIN. FRONT YARD	MIN. SIDE YARD	MIN. REAR YARD	MAX. HEIGHT
SINGLE-FAMILY DWELLING	10,000	75 FEET	20 FEET	8 FEET	25 FEET	35 FEET
TWO-FAMILY DWELLINGS	8,000	80 FEET	20 FEET	8 FEET	25 FEET	35 FEET
OTHER ALLOWABLE USES	10,000	75 FEET	20 FEET	10 FEET	25 FEET	35 FEET

*ITEMS THAT DO NOT MEET R-1B REQUIREMENTS, ARE VARIATIONS LISTED ABOVE.

ZONING REGULATIONS:

B-2

	MIN. LOT AREA SQ. FT.	MIN. LOT WIDTH	MIN. FRONT YARD	MIN. SIDE YARD	MIN. REAR YARD	MAX. HEIGHT
COMMERCIAL USES	15,000	100 FEET	25 FEET	*	30 FEET**	45 FEET
OTHER ALLOWABLE USES	15,000	100 FEET	25 FEET	8 FEET*	30 FEET	45 FEET

* A 6x3 FOOT LANDSCAPED STRIP SHALL BE REQUIRED BETWEEN AN ADJOINING RESIDENTIAL DISTRICT BOUNDARY LINE AND ANY STRUCTURE, ACCESS DRIVE, PARKING LOT OR OTHER ACCESSORY USE.

**THE SIDE YARD SHALL BE REQUIRED TO BE INCREASED TO TEN FEET WHEN THE BUILDING IS THREE OR MORE STORIES IN HEIGHT.

BANNER
Engineering, Surveying & Environmental
409 22nd Ave. S., P.O. Box 292
Brookings, South Dakota 57006
605-692-6343
www.bannerassociates.com

CONSULTANTS:

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

PROJECT TITLE:
PRAIRIE HILLS

PROJECT LOCATION:
BROOKINGS
SOUTH DAKOTA

REV	DATE	DESCRIPTION

DRAWN BY: JLU
DESIGNED BY: JDB
CHECKED BY: BWT
JOB NO.: 17007.00
DATE: APRIL 2018

SHEET TITLE:
PRELIMINARY PLAT

SHEET NO.:
1 OF 1

P:\2017\17007.00\Engr\Plans\Cad\Plat\Prairie Hills Preliminary Plat Updated South End.dwg 6/6/2018 11:43 AM

Exhibit 1

299560

Prepared by:
Jacob Mills
Mills Development
1323 Main Ave S.
Brookings, SD 57006
(605) 697-3118

STATE OF SOUTH DAKOTA
Brookings County
RSTC Document #FB299560
Filed for Record on 12/30/2022 at 12:50 PM
and Recorded in Book MI192 Pg 2190
Recording Fee: $30.00 Page: 1 of 2
Register of Deeds
By Deputy

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRAIRIE HILLS ADDITION

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by PRAIRIE HILLS, L.L.C., a South Dakota Limited Liability Company, (hereinafter referred to as "Declarant").

WHEREAS, Declarant has previously prepared and filed for record a Declaration of Covenants and Restrictions as amended (the "Original Declaration") with respect to the following described real property:

> Lots 28-33, 33B, 34-38, and 38B of Block 12; Lots 39, 40, 40B, 41-54, and 54B of Block 13; Lots 55 and 55B of Block 14; Lots 113-115 of Block 15; Lots 129 to 140 of Block 16; all in Prairie Hills Addition, an Addition to the City of Brookings, Brookings County, South Dakota, as platted and other areas of Prairie Hills shown on Exhibit 1 even though lots have not been platted, all being within the East Half (E½) of Section Two (2), Township One Hundred Nine (109) North, Range Fifty (50) West of the 5th P.M., Brookings County, South Dakota,

which Original Declaration was filed for record on July 1, 2016, and recorded in Miscellaneous Book 186 at Page 1227 in the Office of the Register of Deeds in and for Brookings County, South Dakota; and

WHEREAS, Article II of the Original Declaration contemplated additional lands being formally incorporated; and

WHEREAS, the Declarant has heretofore platted the following described real property subsequent to filing the Original Declaration:

Lots 4-6 in Block 8, Lots 82-88 in Block 11, Lots 72-81 in Block 14, and Lots 92-101 in Block 15 all in Prairie Hills Addition, an Addition to the City of Brookings, Brookings County, South Dakota,

which property shall be referred to as "the Additional Premises".

NOW, THEREFORE, the Declarant hereby declares, pursuant to Article II, Section 2, of the Original Declaration, the Additional Premises is hereby made fully subject to all the terms, conditions, covenants and restrictions set forth in the Original Declaration as of the date this Supplemental Declaration is filed for record with the Brookings County Register of Deeds.

Dated the 30th day of December, 2022.

PRAIRIE HILLS, L.L.C., a South Dakota Limited Liability Company

BY: _____
ITS: member

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BROOKINGS)

On this the 30th day of December, 2022, before me, Karen Knutson, the undersigned officer, personally appeared Jacob Mills, who acknowledged himself to be the member of PRAIRIE HILLS, L.L.C. and acknowledged that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself in the capacity therein stated.

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

(SEAL)

Karen Knutson
NOTARY PUBLIC - SOUTH DAKOTA

My Commission Expires: 6-21-25

299561

Prepared by:
Eric N. Rasmussen
Helsper, McCarty & Rasmussen, P.C.
1441 Sixth Street, Suite #200
Brookings, SD 57006
(605) 692-7775

SEAL OF REGISTER OF DEEDS BROOKINGS COUNTY SOUTH DAKOTA

STATE OF SOUTH DAKOTA
Brookings County
RSTC Document #FB299561
Filed for Record on 12/30/2022 at 12:50 PM
and Recorded in Book MI192 Pg 2191
Recording Fee: $30.00 Page: 1 of 4

Register of Deeds

By_____Deputy

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRAIRIE HILLS ADDITION

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by PRAIRIE HILLS, L.L.C., a South Dakota Limited Liability Company, (hereinafter referred to as "Declarant").

WHEREAS, Declarant has previously prepared and filed for record a Declaration of Covenants and Restrictions as amended (the "Original Declaration") with respect to the following described real property:

> Lots 28-33, 33B, 34-38, and 38B of Block 12; Lots 39, 40, 40B, 41-54, and 54B of Block 13; Lots 55 and 55B of Block 14; Lots 113-115 of Block 15; Lots 129 to 140 of Block 16; all in Prairie Hills Addition, an Addition to the City of Brookings, Brookings County, South Dakota, as platted and other areas of Prairie Hills shown on Exhibit 1 even though lots have not been platted, all being within the East Half (E½) of Section Two (2), Township One Hundred Nine (109) North, Range Fifty (50) West of the 5th P.M., Brookings County, South Dakota,

which Original Declaration was filed for record on July 1, 2016, and recorded in Miscellaneous Book 186 at Page 1227 in the Office of the Register of Deeds in and for Brookings County, South Dakota; and

WHEREAS, Article II of the Original Declaration contemplated additional lands being formally incorporated; and

WHEREAS, the Declarant has heretofore platted the following described real property subsequent to filing the Original Declaration:

Lots 7-14 of Block 12, all in Prairie Hills Addition, an Addition to the City of Brookings, Brookings County, South Dakota,

which property shall be referred to as "the Additional Premises".

NOW, THEREFORE, the Declarant hereby declares, pursuant to Article II, Section 2, of the Original Declaration, the Additional Premises is hereby made fully subject to all the terms, conditions, covenants and restrictions set forth in the Original Declaration as of the date this Supplemental Declaration is filed for record with the Brookings County Register of Deeds.

SECTION I.

In addition to the Protective Covenants in the original Declaration contained in Article XII, the lots which are subject to this Supplemental Declaration shall, in addition, be burdened by the further Protective Covenants hereinafter provided:

A. For purposes of this Supplemental Declaration, residential use shall not include vacation rentals or any other short-term rental arrangement. The Owner of a Lot may rent the property solely to a family or household for a period of not shorter than thirty (30) days.

B. Outbuildings. In addition to the restrictions of Outbuildings contained in Section 6 of Article XII of the original Covenants, no owner or occupier of Lots 7-14 shall construct, erect or move in any shed, accessory building, playground structures, above ground trampolines, or storage racks. Notwithstanding the previous sentence, with architectural review and approval on a lot exceeding 60 feet of frontage, an owner may construct a stand-alone accessory building in the front yard of such lot. For the avoidance of doubt, the Architectural Control Committee shall have no authority to authorize any structures in the rear yard of Lots 7-14.

C. In addition to the restrictions of Section 6 of the original Declaration, any fences installed within Lots 7-14 shall be of metal construction, not opaque or

privacy, and shall be black or other dark color. Under no circumstances shall a chain link fence be erected. Fences may be installed at the inside edge of the retaining wall at the rear yard of said lots. Fences shall be a maximum of 48" in height.

D. No alterations of the stone block retaining wall shall be undertaken or completed by any Owner, except that an Owner shall be allowed to install one (1) stairway no more than ten feet (10') across and completely upon Owner's lot.

SECTION II.

A. This Supplemental Declaration may be modified or amended with the written consent of six (6) owners within the Additional Premises. For the avoidance of doubt, only the additional Protective Covenants for by this Supplemental Declaration may be amended by said owners. Such owners shall have no authority to separately amend the original Declaration. In the event of such amendment or modification, the same shall not be effective unless a written statement setting forth the terms thereof is filed in the Office of the Register of Deeds specifically referring to the Supplemental Declaration.

Dated the 30th day of December, 2022.

PRAIRIE HILLS, L.L.C., a South Dakota Limited Liability Company

BY: _____
ITS: Member

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF BROOKINGS)

On this the 30th day of December, 2022, before me, Karen Knutson, the undersigned officer, personally appeared Jacob Mills, who acknowledged himself to be the member of PRAIRIE HILLS, L.L.C. and acknowledged that he executed the foregoing instrument for the purposes therein

contained, by signing the name of the company by himself in the capacity therein stated.

Subscribed and sworn to before me this 30th day of December, 2022.

(SEAL)

Karen Knutson
Notary Public - South Dakota

My Commission Expires: 6-21-25