

1. **PHASE II - DECLARATION OF COVENANTS - CONDITIONS AND RESTRICTIONS**
2. This made on 7/1/2006 hereinafter set forth by QUANDT ENTERPRISES, INC. a South Dakota corporation hereinafter referred to as "Declarant."
3. WHEREAS. Declarant is the Owner of certain Property in Pennington County, South Dakota, which is more particularly described as: LOTS 1 THRU 8, BLOCK 11; LOTS 1 THRU 4, BLOCK 12; LOTS 1 THRU 8, BLOCK 13; LOTS 1 THRU 3 BLOCK 14; TRACT 1; ADN THE R.O.W. OF DAYSTAR ROAD AND FREUDE LANE; LOCATED IN THE SW 1/4 OF THE NW 1/4 SECTION 29 AND THE SE 1/4 OF THE NE 1/4 SECTION 30, T2N, R9E, B.H.M., BOX ELDER, PENNINGTION COUNTY, SOUTH DAKOTA. NOW, THEREFORE,Declarant hereby declares that all of the Properties described above 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 any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.
4. **ARTICLE I - DEFINITIONS**
5. **Section 1.** " Association" shall mean and refer to the Prairie View Estates Homeowners Association, its successors and assigns.
Section 2. " Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. **Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
Section 4. " Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.
Section 5. "Building Committee" consists of Quandt Enterprises, Inc. or delegates thereof. The Declarant shall act in place of the Association and have the right and authority to carry out the responsibilities and duties of the Association until such time that an Association is formed.
6. **ARTICLE II - RESTRICTIONS**
7. **Section 1.** No building, fence, walls or other structure shall be commenced, erected or maintained upon the Properties unless in full compliance with the covenants, conditions and restrictions herein and unless in full compliance with all applicable city, county, and state codes, ordinances and statutes.
Section 2. No noxious or offensive trade or activity shall be carried on upon any Properties nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. However individuals may conduct non nuisance, inoffensive businesses from their homes.
Section 3. No animals, livestock, or poultry of any kind shall be raised, fed or kept on any lot except dogs, cats or other small household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No exotic animals or pets of any kind. All pets must be confined upon the Owner's Property. No barking or vicious dogs are to be kept on the Property. No dog kennels or other pets facilities may be built on the Property without written approval of the Building Committee. The total number of dogs/ or cats kept on any lot shall not exceed two (2).
Section 4. No building shall be erected, placed or altered on any lot until the construction, plans and specifications, and the plan showing the location of the structure have been approved in writing by the Building Committee as to quality of workmanship and material,

harmony of external design with existing structures and as to location with respective topography and finished grade elevation.

Section 5. No structure shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one half stories in height, a private garage, no less than two cars and not more than three cars, and other outbuildings incidental to residential use of the premises. No structure of a temporary nature or mobile home shall be used on any lot or street at any time as a residence.

Section 6. No dwelling or structure may be placed on any lot less than the following: 25 feet from all street side lot lines, 10 feet from side lot lines, 25 feet from back lot lines. Subject to written approval fences may be placed upon the Property boundaries or other location within the Property.

Section 7. No fences shall be erected or constructed on any lot without the written approval of the Building Committee.

Section 8. No signs, billboards or any other advertising structure of any kind shall be erected, constructed or maintained on any lot for any purpose, except that one sign will be allowed for identification of the residence; such sign may not exceed two square feet in size. One additional sign may be placed on a lot to advertise the Property for sale.

Section 9. Living trees existing on a lot shall not be removed, except to the extent necessary for construction of the residence and other improvements or such may be necessary to protect other trees from disease. Within one year of the purchase of a vacant lot, the purchaser shall place one new tree on the Property and complete landscaping. Xeriscape Landscaping is encouraged due to soil conditions and conservation of water.

Section 10. On street parking is restricted to emergencies, deliveries and guests. No automobile, motor vehicle or trailer shall be parked or left on any portion of a lot other than inside a garage or on the concrete driveway directly in front of the garage and shall not be visible unless it is in operating condition with current license plates. The outdoor repair of automobiles is prohibited upon any portion of the Property as well as any other activities which may be or become an annoyance or nuisance to the neighborhood. No motor vehicle or trailer over 24 feet in length shall be parked or left on any portion of the lot or driveway.

Section 11. There shall be no satellite dishes (small 18" dishes of the direct TV type are approved), towers or antennas located on any lot unless specifically approved by the Building Committee.

Section 12. During construction or remodel, temporary on street parking is allowed. Portable toilets, dumpsters and materials are allowed on Property. Property is to be kept in a professional manner. Parents are responsible for keeping children out of all construction areas. All construction enforcement is to be directed to the Building Committee. Section 13. There shall be no operation of non licensed motorized off road vehicles.

8. **ARTICLE III - EXTERIOR MAINTENANCE**

9. **Section 1.** Appearance. Each Property must be maintained in a good state of repair, neat and well kept. No outside storage is allowed. Trash shall be kept in sanitary containers.

Section 2. In the event an Owner of any lot in the Property shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, 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 parcel to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such a lot is subject.

10. **ARTICLE IV - GENERAL PROVISIONS**

11. **Section 1.** 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 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 2.** Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
- Section 3.** Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.
- Section 4.** Annexation. Additional residential Property that is contiguous to the Properties and that is owned by Quandt Enterprises, Inc., may be annexed to the Properties at the option of Quandt Enterprises, Inc.
- Section 5.** Inconsistencies. In the event these covenants and the Articles or Bylaws of the Association are inconsistent, these covenants shall govern.