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RESTATED DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS AND CONDITIONS FOR CARRIAGE HILLS SUBDIVISION

These Restated Declaration of Reservations and Restrictive Covenants and Conditions for the Carriage Hills Subdivision (“Declaration”) is made effective this 8th day of November, 2019, by owners consisting of more than two thirds (2/3) of the homeowners (“Owners”) within Carriage Hills Subdivision, each of which are members of Carriage Hills Homeowners Association, Inc. (“Association”) for themselves/itself, and their successors and assigns.

Now, Owners subject all of the following real property to the following covenants, charges, assessments, conditions, and restrictions, subject to the limitations contained in this Declaration:

*29R1 5th

Lots One (1) through Five (5), 6R-7R, Eight (8) through Twenty-One (21), 22R-23R, Twenty-Four (24) through Twenty-Seven (27), 28R-~~29R~~, both inclusive, in Block One (1);
Lots One (1) through Six (6), both inclusive, in Block Two (2);
Lots One (1) through Five (5), both inclusive, in Block Three (3);
Lots One (1) through Three (3), 4R-7R, both inclusive, in Block Four (4) in Carriage Hills subdivision located in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Sixteen (16), and the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Seventeen (17), Township One (1) North, Range Seven (7) East of the Black Hills Meridian, Pennington County, South Dakota and

Lots One (1) through Five (5), both inclusive, in Block Five (5);
Lots One (1), 2R-3R, Four (4) through Fourteen (14), 15R-16R, Seventeen (17) through Eighteen (18), 19R-20R, both inclusive, in Block Six (6);
Lots One (1) through Three (3), 4R-5R, both inclusive, in Block Seven (7);
Lots 1R-2R, Three (3), 5R, Six (6) through Eleven (11), 12R-14R, Fifteen (15) through Nineteen (19), 20R-22R, both inclusive, in Block Eight (8);
Lots One (1), 2R-6R, both inclusive, in Block Nine (9) in Carriage Hills subdivision located in the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Seventeen (17), Township One (1) North, Range Seven (7) East of the Black Hills Meridian, Pennington County, South Dakota;

This Declaration shall replace and supersede any and all prior covenants, restrictions, and declarations, including but not limited to the following documents as filed with the Pennington County Register of Deeds: Amendments To Declaration Of Restrictions And Covenants To Run With The Land, Document Number 47185 at Book 57, page 6072 of Miscellaneous on January 10, 1995 at 3:56 p.m. in the Pennington County Register of Deeds.

ARTICLE I DEFINITIONS

Section 1: “Association” shall mean and refer to the Carriage Hills Homeowners Association, Inc. its successors and assigns.

Section 2: “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the above-described real property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: “Properties” or “Property” shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of Carriage Hills Subdivision.

Section 4: “Lot” shall mean and refer to any plot of land within the Property.

Section 5: “Member” shall mean every owner holding membership in the Association

Section 6: “Board of Directors” or “Board” shall mean those individuals elected to govern the Association.

Section 7: “Association Bylaws” or “Bylaws” shall mean the rules governing the Board of Director actions for fulfillment of the covenants.

ARTICLE II MEMBERSHIP, VOTING RIGHTS, AND ORGANIZATION OF ASSOCIATION

Section 1: Every owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot covered by these covenants.

Section 2: Each Owner of a Lot covered by these covenants shall be entitled to one vote for each Lot owned. When more than one person or entity hold an interest in any Lot, all such persons shall be Members of the Association, but only one vote for such Lot may be exercised.

Section 3: Enforcement of the restrictions and covenants described herein may be by proceedings at law in equity, against any person or entity for injunctive relief or for damages, violating or attempting to violate any restriction or covenants contained herein.

**ARTICLE III
RESIDENTIAL AREA COVENANTS**

Section 1: Use of Lot. All Lots covered by these covenants shall be used for single family residence purposes only and not for any home office, commercial rental, business, trade, commercial or industrial purpose whatsoever. This section shall not prevent a single continuous rental of a home for no longer than 6 months in any 12-month period provided the owner and renters comply with these covenants. This section shall not prohibit a home office or business that does not involve more than two vehicles, whether personal or commercial, to the lot at the same time for business purposes. In no event, shall any noxious or offensive trade or activity be carried on upon any lot, nor shall anything be done thereon which may be or become a disturbance to the peace and quiet of or an annoyance or a nuisance to the neighborhood. This includes but is not limited to disturbances caused by pet noise, lighting, and equipment noise outside of normal working hours.

Section 2: Construction. Except as expressly provided herein, only one single family dwelling house not exceeding 30' in height measured on the street side of the house as the vertical distance from the finished grade next to the house to the highest point on the house shall be erected or maintained on any Lot, and no Lot shall be further subdivided unless an owner of two (2) original Lots combined them into one Lot and desires to divide the resulting Lot into two (2) Lots. Up to one single outbuilding compatible in size, design, location and color with the main family dwelling is permitted on each Lot. All home exteriors shall conform in color consistent with the surrounding terrain and be "earth color" or "neutral/off-white color". No bright non-neutral colors or highly reflective materials, such as aluminum (anodized) frames, windows, doors, etc. are permitted. The Board shall determine compliance with this Article and what constitutes consistent "earth color" or "neutral/off-white color" consistent with the surrounding terrain. Any new exterior construction or additions to current homes other than painting a compliant color must be submitted to the Board for prior approval.

All construction shall be original, in that no previously constructed used dwelling, trailer house, or mobile home shall be permitted on any of such property and shall be fully completed within two years. No basement, trailer, vehicle, or structure of any kind except a completed dwelling house as herein provided shall be occupied or used for residence purposes at any time.

Section 3: Set Backs. No home may be erected within fifty feet (50') of the right of way from the nearest street on which the dwelling faces; or within twenty-five feet (25') of the side lot line of the property without prior written approval of the Board. No unattached or outbuildings shall be erected unless specifically authorized herein.

Section 4: Trash. All rubbish, trash, and garbage and similar waste shall be kept in sanitary containers, and all equipment for disposal or garbage, trash and rubbish shall be kept in a clean, sanitary and fire safe condition. All stored garbage containers shall be stored in an inconspicuous manner.

Section 5: Vehicles. Except for a period of no more than ten (10) days in any sixty day period (60) period, all recreational vehicles and recreational equipment, including but not limited to,

boats, motor homes, trailers, campers, recreational vehicles, motorcycles, snowmobiles, and jet skis, shall be kept out of public view, or stored off-site and outside of the association limits.

All unlicensed, abandoned, or inoperable vehicles must be kept out of public view from any direction. No rebuilding, refinishing, or major repairs of any vehicle shall be permitted in public view, except for occasional minor repairs and maintenance; provided, such minor repairs must be completed within a thirty-six (36) hour period.

Section 6: Pets. No animals, livestock, or poultry of any kind shall be raised, fed, or kept on any Lot except non-vicious dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. All pets must be confined upon the owner's property or maintained on a leash. No dog kennels or other pet facilities may be built on the property without prior approval of the Board.

Section 7: Signs. No signs of any kind shall be permitted on the property or displayed to the public view, provided, however, it shall be permissible to display on any Lot one (1) sign of not more than two feet (2') by four feet (4') or eight (8) square feet for the limited purpose of advertising the property for sale or lease by an owner or owners' agent.

Section 8: Utility Easement. There is hereby reserved a perpetual easement to side and rear Lot line, for installation and maintenance of utilities including telephone, electricity, gas, sewer, and cable television service; exercise of any right pertaining to said easements shall be reasonable and in such a manner as not to unreasonably interfere with utilization of the Lots for residential purposes.

Section 9: Utilities. All utilities, including, but not limited to, telephone, electricity, gas, sewer, and cable television shall be buried underground, and no poles for utility purposes shall be permitted above ground on any Lot. No offensive or intrusive lighting is permitted.

Section 10: Alternative Energy. All exterior electricity generating devices and materials including solar collecting panels shall be approved by the Board prior to installation. These devices are permitted on the back-side roof of the house and/or garage that is not visible from the street fronting the house. All such devices shall be commercially made and roof-mounted to be flush or raised slightly, parallel to the roof slope, and not break the roof ridgeline. Wiring, plumbing, and other components shall be concealed as much as possible. All roof mounted equipment and exposed exterior piping and wiring, excluding the face of the solar panels, must match or blend with the color of the roof material. Exposed surfaces such as any panel framework and mounting hardware must be factory painted or color anodized to match or blend with the color of the surface on which each is mounted. Panel tilting racks, wind turbines and ground or wall mounted devices are prohibited.

Upon written application, the Board may allow solar shingles to be installed on the front and back side of the roof if the installed shingles match the color and general appearance to the remaining roof portions that will not have solar shingles.

Section 11: Clothes lines are to be kept out of public view and placed in as inconspicuous a location as possible.

Section 12: Fences. If permitted by the City of Rapid City, small electric fences may be allowed around bushes and flower beds to control animals. Electronic fences to control domestic animals are permitted provided they are set back a minimum of 15' from any property line.

Front-yard fences, side yard fences that extend beyond the front face of the dwelling, privacy fences and chain link fences are prohibited. Any side fences and back yard fences are to be constructed of split rail log style. Light gage metal mesh garden fencing may be anchored to the interior of the split rails for animal containment provided this fencing does not extend above the top rail. Garden fences may be permitted if preapproved by the Board and conform to such specifications and requirements as it may deem appropriate.

Section 13: Storage Tanks. Any tanks permitted by law must be buried.

Section 14: Appearance of Lot. Each Lot and all improvements, landscaping, and gardens, shall be maintained by Owner to a state of good repair, neat and well kept.

ARTICLE IV CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.

Section 1: It is hereby confirmed that the Association has the power and authority to establish and amend rules, regulations, **assessments and charges**, so as to carry out all functions necessary to operate a homeowners' Association and to promote and advance the aesthetic appeal of the community, protect property values, and develop the enjoyment of the community. The Association may, *inter alia*, bring an action against the owner of any Lot to enforce compliance of any covenant or to pay any assessment levied herein. Any assessment not paid within sixty (60) days after its due date shall bear interest at the annual percentage rate specified by law for judgments.

Section 2: Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for services to be established and collected as hereinafter provided. The annual and special assessments, together with interest, collection costs including property management company fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, collection costs including property management company fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3: Purpose of Assessments.

- (a) Homeowner assessments and charges may be used for:
 - (1) All operating expenses of the Association;
 - (2) The cost of necessary management and administration services, including fees paid to any Management Agent by the Association to:
 - a) Serve as a single and consistent contact location for members to be directed to board members to discuss and resolve issues.
 - b) Invoice and collect all HOA charges including credit card payments.
 - c) Provide an annual delinquent list for board members to contact.
 - d) Provide a website link with downloadable covenants, current and future board meeting minutes, and membership meeting minutes.
 - e) Provide a repository of information for board member use.
 - f) Host a private member portal for each homeowner to view board and member communications regarding their property, payment history, dated pictures of grandfathered violations, enforcement activity, and any other documentation applicable to individual properties.
 - g) Maintain an updated member contact information for board member use.
 - h) Other administrative functions as defined by the board.
 - (3) Taxes and assessments levied against the Association;
 - (4) The cost of Board member liability insurance as the Association may procure; and
 - (5) The cost of funding all reserves established by the Association including, when appropriate, a general operating reserve.
- (b) The Association fee is to be determined annually by a majority vote of the Association.
- (c) The Association shall collect from each homeowner the Association annual assessment and/or special assessments and to remit the same to the Association.

Section 4: Special Assessments. In addition to the annual assessments authorized 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 cost of any Association expense, provided that any such assessment shall have the assent of a majority of the votes who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Section 4. Notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. The subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In lieu of a second meeting, the board may decide to immediately begin collecting supporting signatures and proxies of fifty percent (50%) of all votes to approve such action.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Owners.

Section 7: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Owners on the first day of the month following transfer of the deed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Notice of the annual assessment shall be sent to every homeowner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Non-payment of Assessments or Breach of Covenants: Association Remedies. Any assessment not paid within sixty (60) days after the due date shall be charged interest at the annual percentage rate specified by law upon unpaid judgments. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape the liability for the assessments provided for herein by abandonment of his lot. If legal proceedings are commenced by the Association to enforce any covenant(s) or to collect any such assessment, or if the services of a property management company are retained by the Association in connection with same, the non-complying or nonpaying Owner or Owners shall be obligated to pay all costs incurred which costs and fees shall become a portion of the assessment. Failure to enforce any covenant shall not be considered a waiver. Venue shall be in Pennington County, South Dakota.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V
GENERAL PROVISIONS**

Section 1: Term and Amendments. These Reservations and Restrictive Covenants and Conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time said Reservations and Restrictive covenants and conditions shall be automatically extended for successive periods of ten (10) years unless the Association has been dissolved and an instrument signed by a majority of the then Owners of the lots within the subdivision has been recorded with the Pennington County Register of Deeds Office removing said declaration. These Restated Covenants may be amended or added to by a vote of fifty one percent (51%) of the Owners entitled to vote as may be provided in the Association Bylaws.

Section 2: Enforcement. These Reservations and Restrictive Covenants and Conditions are for the mutual benefits of all Owners within the subdivision. Consequently, an Owner or the Association may bring an action at law or in equity to enforce these Reservations and Restrictive Covenants and Conditions, against any person or persons violating or attempting to violate any of the terms or conditions of the Declaration, or any amendment hereto, whether to prohibit violation or to recover money damages.

Section 3: Prospective Application. The provisions of these restrictions and covenants shall apply prospectively only, and shall become effective only after being approved by a majority of the owners of the Lots described above, and only after being recorded and filed with the Pennington County Register of Deeds. Any existing violations of the restrictions and covenants on the real property dealing with, for example, the size, color, location, material and type of structure, building, fence or other fixture is specifically waived, released and grandfathered herein, and no legal action or proceeding may be taken or based upon any such existing violation. Any violations of these restrictions and covenants dealing with the usage of property is not waived and legal action may be commenced on the basis of such violation.

Section 4: Notices. Any notice required to be sent to any Owner shall be deemed to have been properly given when mailed postage prepaid to the last known mailing address of the Owner, hand-delivered to an individual residing on said lot providing said individual is over the age of fourteen (14) years, or delivered electronically to the last known email address provided by the Owner.

Section 5: Severability. The invalidity in whole or in part of any covenant, restriction, section, subdivision, or any other provision of this declaration, shall not affect the validity of the remaining portions thereof.