



ARTICLE I - DEFINITIONS	Page 1
ARTICLE II - PROPERTY RIGHTS	2
Owners' Easements of Enjoyment	2
Delegation of Use	2
ARTICLE III - MEMBERSHIP AND VOTING RIGHTS	2
ARTICLE IV - EASEMENTS FOR ENCROACHMENTS	3
Easements	3
ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS	3
Creation of the Lien and Personal Obligation of Assessments	3
Purpose of Assessments	4
Basis and Maximum of Annual Assessments	4
Special Assessments for Capital Improvements	5
Notice and Quorum for Any Action Authorized Under Sections 3 and 4	5
Uniform Rate of Assessment	5
Date of Commencement of Annual Assessments; Due Dates	5
Effect of Nonpayment of Assessments: Remedies of the Association	5
Subordination of the Lien to Mortgages	5
ARTICLE VI - INSURANCE	6
Casualty Insurance on Insurable Common Area	6
Replacement or Repair of Property	6
Annual Review of Policies	6
ARTICLE VII - RESIDENTIAL AREA COVENANTS	6
Use of Lot	6
Sales Facilities of Declarant	6
Construction	6
Exterior Appearance	6
Approval by Architectural Control Committee	7
Architectural Control Committee	7
Location of Building	7
Completion of Construction	7
Appearance and Improvements of Lot	7
Landscaping	7
On Street Parking	8
Pets	8
Annoyance	8
Signs	8
Exterior Lighting	8
Fences	8
Mailboxes	8
Towers and Antennas	8
Trash	8
Sewage System	8
Water Supply System	9

Table of Contents - continued

ARTICLE VIII - EXTERIOR MAINTENANCE Page 9

ARTICLE IX - EASEMENTS 9

 Roadway Easement 9

 Public Utilities 10

 Joint Driveways 10

ARTICLE X 10

 Enforcement 10

 Severability 10

 Amendment 10

 Staged Developments 11



DOC NO. 33903
 BOOK 54 PAGE 4733
 FEE 29.00 *misc*
 DATE April 4-1994
 TIME 1:35 P.M.
 MARLYS FABER
 PENNINGTON COUNTY
 REGISTER OF DEEDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTRYSIDE SOUTH SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Builders Development, L.L.C., a South Dakota Corporation of Rapid City, Pennington County, South Dakota, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Pennington and State of South Dakota, which is more particularly described as:

Plat No. 1 - Countryside South Subdivision

Lots 1 through 16 of Block 1 of Countryside South Subdivision, located in the Northeast Quarter of the Northeast Quarter of Section Thirty-one, Township One North, Range Seven East of the Black Hills Meridian, Pennington County, South Dakota, as well as all additional areas platted as Countryside South Subdivision and located in:

The unplatted portion of the Southwest Quarter of the Southwest Quarter of Section Twenty-Nine lying south of Sheridan Lake Road; and the unplatted portion of the East Half of the Northeast Quarter of Section Thirty-one (except the unplatted portion of said East Half of the Northeast Quarter lying south of Lot 5 Revised in Block 4 of Clarkson Subdivision shown on the Plat file in Plat Book 11, Page 226); and the unplatted portion of the West Half of the Northwest Quarter and the unplatted portion of the West Half of the East Half of the Northwest Quarter of Section Thirty-Two; all in Township One North of Range Seven East of the Black Hills Meridian, Pennington County, South Dakota.

These covenants, conditions and restrictions shall apply to all additional areas platted as Countryside South Subdivision Plats as approved by the City of Rapid City, South Dakota, and located in Pennington County, South Dakota, and no further filings shall be required to annex said properties to the terms and conditions of these covenants.

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 inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Countryside South 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 Properties, including contract buyers, 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 in Countryside South Subdivision.

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. The Common Area to be

owned by the Association is described as follows:

The Common Areas shown on the plats filed in the Office of the Register of Deeds of Pennington County, South Dakota, as Countryside South Subdivision,

will have designated certain areas of land which are intended for use by homeowners in Countryside South Subdivision for recreation and other related activities.

The designated areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the homeowners in Countryside South Subdivision as more fully provided by this Declaration of Covenants, Conditions and Restrictions.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Builders Development, L.L.C. and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 2012.

So long as there are any Class B members of the Association, the Declarant may replat portions of the property consistent with the development objectives of the Declarant and may provide additional easements for utilities or access.

Section 3. Annexed areas. Annexed areas, as described in Article VIII, Section 4, shall, for purposes of membership and voting rights, be entitled to the same rights and obligations as those set forth in Sections 1 and 2 of this Article. Annexation may extend the time in which Declarant will be entitled to wait at voting, but such extension shall not continue beyond January 1, 2012.

ARTICLE IV
EASEMENTS FOR ENCROACHMENTS

Easements. If any portion of the Common Area, or Common Area Improvements thereon, now or hereafter, encroaches upon any Lot or if any Lot or Lot Improvement thereon, now or hereafter, encroaches upon any other Lot or upon any portion of the Common Area, as a result of the construction of the Buildings or other Improvements, or if such encroachments shall occur hereafter as a result of settling or shifting of any Building or other Improvements or for any other reason, a valid easement shall be deemed to exist for the encroachment and for the maintenance of the same shall exist so long as the Building or other Improvements shall exist. In the event any Dwelling Unit, Lot Improvement or adjoining Common Area Improvement shall be partially or totally destroyed or taken as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments due to this rebuilding shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the Building or other Improvements shall stand. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot acceptance of a deed therefor, 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 capital improvements,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's 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, costs and reasonable attorney's 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 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the properties, including but not limited to:

- (a) All operating expenses of the Association including services furnished;
- (b) The cost of necessary management and administration, including fees paid to any Management Agent by the Association;
- (c) Taxes and assessments levied against the Association or upon any property which it may ultimately come to own or otherwise is required to pay;
- (d) The cost of fire and extended liability insurance on the property and the cost of such other insurance as the Association may procure;
- (e) The cost of furnishing water and garbage and trash collection or other utilities to the property;
- (f) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per single family detached lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years, and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) Declarant shall pay minimally one-third (1/3 of the assessment applicable to each Lot improved and unoccupied to which the Declarant retains ownership. In the event that while a Class B membership exists, assessed fees collected for the Association failed to adequately meet Association expenses, then the Declarant must pay sufficient capital up to the full assessed share applicable to the specific property.

Section 4. Special Assessments for Capital Improvements. 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members 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 Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor 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 of each class of membership 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 quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots of similar type and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner 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 Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) 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 liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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 VI
INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage or destruction to any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessment made against such Owner.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VII
RESIDENTIAL AREA COVENANTS

The following covenants shall apply to the residential areas of Countryside South Subdivision.

Section 1. Use of Lot. Each residential lot shall be used for residential purposes only and not for any business, trade, commercial or industrial purpose whatsoever except that individuals may conduct non-nuisance, unoffensive businesses from their homes.

Section 2. Sales Facilities of Declarant. Notwithstanding any provision in Section 1, Declarant, its agent, employees and contractors shall be permitted to maintain during the period of construction and sale of the buildings in the Project upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Lots and Dwelling Units including, but without limitation, a business office, construction and storage area, signs, model Dwelling Units, sales offices and parking areas.

Section 3. Construction. All construction shall be original in that no previously constructed dwelling, trailer house or mobile home can be permitted to be placed on any properties; no basement, trailer, vehicle or structure of any kind except a completed dwelling house shall be occupied or used for residential purposes at any time.

Section 4. Exterior Appearance. The exterior of every building shall be composed of one or a combination of the following: natural wood, hardboard, plywood, vinyl, steel or other material (approved by the Architectural Committee), stone or brick. Wood shingles or wood shakes are expressly prohibited due to fire hazard. All exterior surfaces shall be painted or stained a color pre-approved by the Committee, or shall be painted using a semi-transparent stain or clear sealer.

Section 5. Approval by Architectural Control Committee. 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 by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respective topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot or nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as hereafter provided.

Section 6. Architectural Control Committee. The Architectural Control Committee will be composed of five (5) members appointed by Declarant until authority is transferred to the homeowner's association. Thereafter the Architectural Control Committee shall be appointed by the Board of Directors of the Association. The terms of the committee members shall be for a period of five (5) years, with the initial members terms staggered so that one member's term shall expire each calendar year. Eligibility shall be limited to owners and members constituting the Declarant. In the event of death or resignation or ineligibility of any member of the committee, the remaining members shall have full authority to designate a temporary successor until a successor is appointed by the Board of Directors for the Association. The majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant at any time. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove plans submitted to it within thirty (30) days after such submission, or in any event if no suit to enjoin the construction has been commenced prior to the completion of the construction, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 7. Location of Building. No single family residence shall be located on a lot at a distance less than twenty-five feet (25') from the front line or a distance of less than eight feet (8') from the interior side lot lines nor shall a dwelling be located on any lot at a distance of less than ten feet (10') from the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All residences shall be located to provide the utilization of solar energy and location shall not interfere with utilization of solar energy on other building locations in the development.

Section 8. Completion of Construction. Any building commenced on any lot shall be prosecuted diligently to completion and shall be completed within twelve (12) months from the commencement of the construction unless such completion is prohibited by inclement weather or disaster.

Section 9. Appearance and Improvements of Lot. All improvements on each lot must be maintained by lot owner so as to remain in a state of good repair, neat and well kept in appearance. It is the responsibility of each lot owner to see that his lot is mowed and raked as necessary, irregardless if any improvements have been placed on said lot. It is the responsibility of each lot owner to see that any lawns, landscaping or gardens are maintained in a neat and orderly condition. Firewood or other combustible material must be stacked neatly against the rear of the house or garage, or in such other places as are not visible from neighboring residences or from the street.

Section 10. Landscaping. All natural surface areas disturbed by construction shall be returned promptly and as neatly as possible to their natural state. Landscaping shall be completed around each home within nine (9) months after completion of that home and shall at all times be maintained in good condition and repair. The Architectural Control Committee may adopt additional rules and regulations with regard to preservation of natural resources, grasses, trees and wildlife within the subdivision as it may consider appropriate.

Section 11. On Street Parking. On street parking is restricted to emergencies, deliveries and guests. No overnight parking on streets is permitted. No boat, truck, trailer or camper shall be parked or stored on any lot or portion thereof so as to be visible from any adjacent street or lot in the near vicinity of substantially similar grade. No automobile shall be parked or left on any portion of a lot other than inside a garage and shall not be visible unless it is in operating condition with current license plates.

(a) Boats, campers, trailers or recreational vehicles may be kept on a lot provided that they are kept in a semi-enclosed area and concealed from the surrounding street and neighborhood, with the approval of the Architectural Control Committee.

(b) 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.

Section 12. Pets. No animals, livestock or poultry of any kind shall be raised, fed or kept on any lot except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be confined upon the owner's property. Pets kept outside must be in an enclosure or on a leash. Number of pets shall be limited to three (3) per household.

Section 13. Annoyance. No obnoxious or offensive activity shall be carried upon or on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No firearms shall be discharged within the subdivision.

Section 14. Signs. No sign of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or rent or signs used by a builder or owner to advertise the property during the construction and sales period.

Section 15. Exterior Lighting. Each lot owner will be required to install one (1) automatically controlled exterior post light as designated by the Architectural Control Committee.

Section 16. Fences. No fence, wall or similar type of barrier of any kind shall be constructed, erected or maintained around the perimeter of any lot for any purpose whatsoever, and no fence, wall or similar type of barrier shall be erected within the confines of any such lot except those which are approved by the Architectural Control Committee.

Section 17. Mailboxes. The developer will provide standard mailboxes for each lot owner in a location designated by the developer. No other mailboxes will be permitted on any lot or common area within the development.

Section 18. Towers and Antennas. There shall be no towers or antennas located on any lot unless specifically approved by the Architectural Control Committee.

Section 19. Trash. None of the property shall be used or maintained as a dumping ground for old cars, rubbish or trash. All garbage or similar waste shall be kept in sanitary containers and other equipment for the disposal of garbage and shall be kept in a clean, sanitary and fire-safe condition.

Section 20. Sewage System. No individual sewage disposal system shall be permitted on any lot unless said system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Pennington County Health Department. Approval of such system as installed shall be obtained from such authority. In the areas where community or public sewage disposal systems are made available, property owners will be required to obtain service from such system and no individual

sewage disposal systems shall be permitted.

Section 21. Water Supply System. No individual water supply system shall be permitted on any lot unless permitted by the Colonial Pine Hills Sanitary District.

ARTICLE VIII EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the 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 and 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 lot is subject.

ARTICLE IX EASEMENTS

Section 1. Roadway Easement. The Declarant, for all property fronting on the roadways, as shown on the final recorded plat, has created easements that apply to the boundaries of all dedicated roadways. These easements over the front twenty-five feet (25') of each lot, fronting on a dedicated roadway, as shown on plats recorded in the land records of Pennington County, South Dakota, are reserved for:

- (a) The construction, location, installation, maintenance and repair of utilities which shall be a benefit to any person living in or owning property in this development; placement of these utilities within the easement shall be determined by both the utility involved and the Architectural Control Committee. Conservation of space within the easement shall be of utmost priority;
- (b) Ingress or egress to any adjacent lot or common area from the dedicated roadway;
- (c) Surface or subsurface drainage of water, snow, or ice whether naturally occurring or artificially created;
- (d) The construction, location, installation, maintenance and repair of artificial lighting facilities to provide for street, walkway or security lighting;
- (e) The construction, maintenance and repair of all dedicated roadways and temporary storage of materials and equipment used for the construction, maintenance and repair of dedicated roadways;
- (f) Temporary storage of plowed snow, ice or other naturally occurring materials removed from the roadway during maintenance and repair; and
- (g) Passage over for non-vehicular traffic on sidewalks, bikeways, walkways, footpaths or other designated to and from adjacent lots or common areas.

The easement described herein shall run with the land, and shall be for the benefit and use of each adjacent lot owner, his heirs and assigns, all property owners in Countryside, their heirs and assigns, and the County of Pennington, and/or City of Rapid City, or other political entity having zoning or other governmental jurisdiction, their administrators, successors and assigns; shall be perpetual in duration, and

shall be located as more fully described on the plats recorded in the land records of Pennington County, South Dakota.

Section 2. Public Utilities. Easements for public utilities over and across the lots shall be those shown upon the recorded plan and any additions or annexations thereto.

Section 3. Joint Driveways.

(a) Creation. Any driveway which is built or installed as part of the original construction upon the property and which is situated on the dividing line between lots or partly on one lot and partly on another lot or other lots, shall constitute a joint driveway for the equal and common use and benefit of the owners of any lots or other portions of the property which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

(b) Repair and Maintenance. The cost of reasonable repair and maintenance of any joint driveways shall be shared by the owners who make use of the same in proportion to their use.

(c) Damage or Destruction. In the event that any joint driveway is destroyed or damaged, any owner who has used the same may restore it, and if the other owners thereafter make use of the same, they shall contribute to the cost or restoration thereof in equal proportions without prejudice, however, to the right of the owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Easement. There shall be a perpetual and nonexclusive easement in, through and over any such joint driveway reserved to the owners of any lot or lots upon which the same has been built or installed or which the same has reasonably been designed to serve and no person shall in any way interfere with the free and unobstructed use thereof by said owners.

(e) Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE X

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 or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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 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.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and

