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DATE September 22, 2004
TIME 3:41 PM
ANGELA M. ROSS
MEADE COUNTY
REGISTER OF DEEDS

008081 SEP-08



**FIRST AMENDMENT TO RESTATED
AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
SUMMERSET SUBDIVISION, A PLANNED
RESIDENTIAL DEVELOPMENT AND
NOTICE OF ANNEXATION**

THIS DECLARATION, made on the date hereinafter set forth by American West Communities, Inc., of Rapid City, Pennington County, South Dakota, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Western Management Corporation of Rapid City, Pennington County, South Dakota has previously made and filed a Restated Amended Declaration of Covenants, Conditions and Restrictions for Summerset Subdivision, a Planned Residential Development dated October 18, 2001, which are filed for record in Book 557 at Pages 695 through 710 in the Offices of the Meade County Register of Deeds; and

WHEREAS, Western Management Corporation has assigned and sold its interests in the following described property unto American West Communities, Inc., the Declarant, subject to a requirement that upon development that the same shall be made subject to identical covenants, conditions and restrictions by annexation of the same to the Summerset Subdivision covenants; and

WHEREAS, Western Management Corporation and Declarant desire to give notice of such assignment and to annex certain properties to the covenants and to make certain amendments to the same; and

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

Lots 1 through 15 of Block 15; Lots 1 through 12 of Block 16; Lots 1 through 21 of Block 17; Lots 1 through 19 of Block 18; Lots 1 through 5 of Block 19; Lots 1 through 3 of Block 20; Lots 1 through 3 of Block 21; Lot 1 of Block 22; Outlot 1; Outlot 2; Outlot 3 and Outlot 4 of Summerset Subdivision located in the Northeast Quarter of Section 36, Township 3 North, Range 6 East of the Black Hills Meridian, Meade County, South Dakota

NOW, THEREFORE, Declarant and Western Management Corporation hereby declare that all rights of Declarant in and to the Restated Amended Declaration of Covenants, Conditions and Restrictions of Summerset Subdivision, a Planned Residential Development together with all duties and responsibilities of Declarant therein have been assigned, transferred and set over from Western Management Corporation to Declarant, American West Communities, Inc.; and

FURTHER DECLARE that all of the property described above shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions contained in that certain Restated Amended Declaration of Covenants, Conditions and Restrictions of Summerset Subdivision, a Planned Residential Development dated October 16, 2001 and filed for record in the Office of the Meade County Register of Deeds in Book 557, Miscellaneous Records at Page 695 through 710 as Document No. 04856 on October 18, 2001 at 1:37 p.m. for all the purposes set forth therein which covenants, conditions and restrictions are intended to run with the real property and be binding upon all parties having any right, title or interest in the described property or any part thereof, including their heirs, successors and assigns and shall inure to the benefit of each Owner thereof; and

WHEREAS, the above-referred to Restated Amended Declaration of Covenants, Conditions and Restrictions, Summerset Subdivision, a Planned Residential Development encumber the properties described therein as well as those properties described in that certain Declaration of Covenants, Conditions and Restrictions of Summerset Subdivision, a Planned Residential Development Notice of Annexation dated June 12, 2002 and filed for record in Book 576 Miscellaneous Records at Pages 928 through 929 as Document No. 02853 on June 14, 2002 at 1:43 p.m. in the Office of the Meade County Register of Deeds; and

WHEREAS, the Declarant and Western Management Corporation reserved the power to amend such covenants provided that such amendment does not have any material adverse affect upon any owner; and

WHEREAS, Declarant and Western Management Corporation have determined to amend certain provisions of the Restated Amended Declaration of Covenants, Conditions and Restrictions, Summerset Subdivision, a Planned Residential Development in order to clarify certain provisions.

NOW, THEREFORE, Declarant and Western Management Corporation declare that all

of the properties described in the previous filings, as well as those described in this annexation are subject to the easements, restrictions, covenants and conditions contained in the certain Restated Amended Declaration of Covenants, Conditions and Restrictions, Summerset Subdivision, a Planned Residential Development dated October 16, 2001 and filed for record in the Office of the Meade County Register of Deeds in Book 557 Miscellaneous records at Page 695 through 710 as Document No. 04856 on October 18, 2001 at 1:37 p.m. as Amended hereby.

The said Restated Amended Declaration of Covenants, Conditions and Restrictions is amended as follows:

ARTICLE I

Definitions is amended to add thereto the following Subsection 12:

Section 12. "Resident" shall mean the occupant of the property whether said resident is the Owner, tenant or occupant or otherwise in possession of the premises and all regulations, requirements, and covenants as stated herein shall apply to any and all residents.

Article VIII, Section 1, is amended to read as follows:

Section 1. Use of Lot. Each Lot shall be used for single family residential purposes only. "Home business" is a permitted use and is defined as business conducted from the home primarily by the use of mail, telephone, computer modem, fax, or other communication device which requires no equipment which would otherwise be prohibited by these covenants. Such home business shall not permit customers or clients to come to the home as a matter of course, no advertising or signage of any kind shall be visible on the exterior of the home or yard. In the event that any Lot or Unit shall be used as a rental, the tenant or tenants shall be limited to a single family unit as provided above. The tenants shall be subject to all covenants set forth herein which shall be enforceable against both the Owner of the property and the tenant.

Article VIII, Section 8, is amended to read as follows:

Section 8. Appearance and Landscaping. The improvements on each Lot and the landscaping shall at all times be maintained in a manner required by the rules of the Association whether or not construction has been completed. The Owner shall assure that vegetation on the Lot is controlled. This control shall include mowing and raking of grass and weeds, pruning of shrubs, bushes and trees and appropriate disposal of clippings, leaves and branches off site. All areas of the Lot shall be treated in the manner to assure that no dust or other materials can blow or infringe in any manner on the surrounding properties. No noxious weeds shall be allowed upon the properties and if any shall germinate thereon, the same shall be controlled by the Owner in a manner that shall eliminate the same prior to going to seed or otherwise spreading to other properties. Initial landscaping including sod or seeding of grass

must be completed within a period not to exceed one (1) year from occupation of the home. Xeriscape landscaping must be completed in accordance with a plan approved by the Architectural Control Committee.

Article VIII, Section 9, shall be amended to read as follows:

Section 9. Parking. On street parking is restricted to emergencies, deliveries and guests. Guest vehicles may be parked on streets no longer than forty-eight (48) hours. No overnight parking on streets is otherwise permitted. No vehicles shall be allowed to park in any location that interferes with access to any other property or that unduly obstructs sidewalks, intersections or side triangles for the same. No boat, truck, trailer, camper or recreational vehicle (collectively referred to as "Vehicle") shall be parked on any street for a period longer than twenty-four (24) hours or stored on any lot or portion thereof for a period longer than twenty-four (24) hours unless the same is screened by a six (6) foot high fence, the design and materials of which have been approved by the Architectural Control Committee and are in compliance with Section 13 below. Additional paved parking areas may be created by the Owner beside or behind the home or garage for such purposes. No vehicles shall be parked or left on any portion of a Lot other than inside a garage or on a paved driveway. Any inoperable or unlicensed vehicle shall be stored only inside a garage or screened fenced area as referred to above. Outdoor repair of vehicles, with the exception of ordinary and routine maintenance, is prohibited upon any portion of the property.

Article VIII, Section 12, shall be amended to read as follows:

Section 12. No sign of any kind shall be displayed to the public view on any Lot or Unit or any structure upon any Lot or Unit or Common Area or right-of-way except for noncommercial residential identification entrance, signs, directional signs, signs for traffic control or safety, community "theme areas" and such signs as may be erected and maintained by the Declarant or the Association. No signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot within the property provided, however, that one temporary real estate sign, not exceeding six (6) square feet in area may be erected upon any Lot for the purpose of identifying the property as for sale or for rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Unit. This covenant shall not apply to signs of the Declarant during the period of sales activity of the Declarant in initial development and sale of Lots and Units.

Covenants applicable to subsequent filings of Summerset.

Declarant hereby further declares that the Restated Amended Declaration of Covenants, Conditions and Restrictions, Summerset Subdivision, a Planned Residential Development, as above identified and as amended hereby shall encumber and restrict all property hereafter platted as Summerset Subdivision, Meade County, South Dakota in plats thereof as recorded in the Office of the Meade County Register of Deeds unless the Declarant shall otherwise state on

the plat or by separate document filed at the time of said plat.

IN WITNESS WHEREOF, the undersigned being the Declarant herein and Western Management Corporation have hereunto set their hands and seals this 21st day of ~~August~~, SEPTEMBER 2004.



DECLARANT:

AMERICAN WEST COMMUNITIES, INC.

By: _____

Ronald A. Baker
President



WESTERN MANAGEMENT CORPORATION

By: _____
Ronald A. Baker
President

State of South Dakota)
) ss:
County of Pennington)

On this the 21st day of ^{SEPTEMBER} August, 2004, before me, the undersigned officer, personally appeared Ronald A. Baker who acknowledged himself to be the President of American West Communities, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

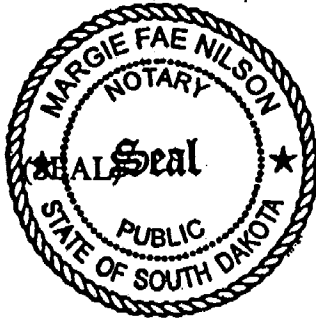


Margie Fae Nilson
Notary Public, South Dakota
My Commission Expires: 8-16-06

State of South Dakota)
) ss:
County of Pennington)

On this the 21st day of ~~August~~ ^{SEPTEMBER}, 2004, before me, the undersigned officer, personally appeared Ronald A. Baker who acknowledged himself to be the President of Western Management Corporation, a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Margie Fae Nilson
Notary Public, South Dakota
My Commission Expires: 8-16-06