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**DECLARATION OF SECOND AMENDMENT OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF GRANITE POINT, A
PLANNED RESIDENTIAL DEVELOPMENT**

THIS AMENDMENT is made on the date hereinafter set forth by Granite Point, LLC, a South Dakota Limited Liability Company, Eugene R. Quinn, Manager, Rapid City, Pennington County, South Dakota, hereinafter referred to as "Declarant."

WITNESSETH:

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

Lots 1-4 and Lots 6-14 and Lots A, B, C and D of Lot 5, Granite Point Subdivision, (formerly A Portion of Lots C, D, and E of the Elkhorn Placer MS 1502), located in NE ¼ of NW ¼ of Section 10, T2S, R6E, BHM, Pennington County, South Dakota

WHEREAS, Declarant has previously made and filed a Declaration of Covenants, Conditions and Restrictions of Granite Point, a Planned Residential Development ("Covenants") which Covenants are filed at Book 155, Page 3479 of Miscellaneous Records in the Office of the Pennington County Register of Deeds which provides that the same may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners and Declarant showing that the Declarant owns more than seventy-five percent (75%) of the residential lots in said subdivision and

Declarant has previously made and filed a Declaration of First Amendment of Covenants, Conditions and Restrictions of Granite Point, a Planned Residential Development - Central Water System ("First Amendment") which amendment is filed at Book 174, Page 5438 of Miscellaneous Records in the Office of the Pennington County Register of Deeds which did not modify the provision of the Covenants that permit amendment by an instrument signed by not less than seventy-five percent (75%) of the lot owners.

NOW, THEREFORE, Declarant hereby declares that Article IV, Section 3 is amended to read as follows:

Section 3. Basis of Assessments.

	MONTHLY ASSESSMENTS	
	<u>TOWNHOMES</u>	<u>SINGLE FAMILY</u>
Water (reserve and operator)	25	25
Mowing and Yard Maintenance (See a. below)	20	5
Road/Snow Plowing (See b. below)	<u>15</u>	<u>5</u>
TOTAL	60	35

- a. Mowing and yard maintenance assessment to cover:

Townhomes:

Mowing and grass, tree and plant maintenance in the areas around the Townhomes, also includes Common Area No. 1 and highway right-of-way along Highway 40.

Single Family:

Mowing and maintenance of Common Area No. 1 and highway right-of-way along Highway 40.

- b. Road/Snow plowing (after 3" minimum snowfall) assessment to cover:

Townhomes:

Maintenance and snow plowing of Granite Point Road and snow plowing of driveways and shoveling sidewalks.

Single Family:

Maintenance and snow plowing of Granite Point Road

It is estimated that by 2009, the Granite Point Road District will be formed and the tax assessment by Pennington County for organized roads will be provided to the Granite Point Road District. Upon receipt of funding from the Pennington County property tax assessment, the Homeowner's Assessment for roads will be eliminated.

- c. Garbage service shall, unless otherwise required by the Homeowner's Association, be contracted for by the homeowner with a licensed garbage service provider acceptable to the Homeowner's Association, paying the cost for the same directly to the provider.

RATIFICATION

The Covenants and First Amendment as hereby amended are ratified, confirmed and approved with the amendments hereby made. In the event of any conflict between this Amendment and the Covenants and the First Amendment, the provisions of this Second Amendment shall govern.