

**PREPARED BY:**

Dale R. Hansen  
Hansen & Hubbard  
P.O. Box 580  
Sturgis, SD 57785  
(605) 347-2551

AV

---

**DECLARATION OF PROTECTIVE  
COVENANTS  
OF  
MARVEL MOUNTAIN ESTATES I  
BLACK HAWK, SOUTH DAKOTA**

This Declaration made this \_\_\_\_ day of September, 2006, by Marvel Mountain Estates, LLC, a South Dakota Limited Liability Company, of 2327 S. Junction Avenue, Sturgis, South Dakota 57785, and by Black Hills Fellowship Church of P.O. Box 500, Black Hawk, SD 57718, herinafter referred to collectively as "Declarant".

WHEREAS, Marvel Mountain Estates, LLC owns the following described real property, to wit:

Lots 3 through 7, inclusive, Marvel Mountain Estates, Meade County, South Dakota, as shown on the plat filed in Plat Book 22 on Page 235, and

WHEREAS, Black Hills Fellowship Church owns the following described real property, to wit:

Lots 1 and 2 of Marvel Mountain Estates, Meade County, South Dakota, as shown on the plat filed in Plat Book 22 on Page 235, and

Lots 1 through 7, inclusive, described above shall be referred to as the "Property", and

WHEREAS, Marvel Mountain Estates, LLC intends to sell lots 3 through 7 inclusive described above, and

WHEREAS, Black Hills Fellowship Church intends to construct a church and related improvements on Lots 1 and 2 described above, and

WHEREAS, both parties hereto desire to impose on all of the property, covenants, conditions, and restrictions under a general scheme or plan for the purposes of creating and keeping the property desirable, maintaining and improving of the roads used for access to each lot, protecting the value of the lots, promoting the purpose of the development of the property, maintaining the property in an attractive condition, which is beneficial to all owners of the property, free from nuisance, and guarding against fires and the unnecessary interference with the natural beauty of the property, and for the mutual benefit and protection of all owners of the lots in the property.

Declarant hereby declares that all of the property described above shall be sold and conveyed subject to the following covenants and restrictions, which covenants and restrictions shall run with the land and be binding upon all persons and entities having a right, title or interest in the property, or any portions thereof, and upon their heirs, successors and assigns.

1. Lot Density: No lots within the property may be platted or replatted into a lot having an area of less than three (3) acres. Any lot owner who acquires more than one adjacent lot may replat to combine multiple lots into one lot.

Provided, however, if Meade County, South Dakota, requires footage along Mill Road or Erickson Ranch Road, then Lot 1 described above may be replatted to reduce the size of that lot to less than three (3) acres.

2. Use of Property: Lots 3 through 7 inclusive may be only used for the construction and occupancy of single family residential structures. However, guest homes or caretaker residences of not more than eight hundred square feet will be allowed.

Lots 1 and 2 may be used for residential or commercial purposes or for the construction of a church and related uses.

3. Lot Set-Backs: All lots used for residential purposes shall have a building set-back of at least thirty (30) feet on the front, rear and side lot lines. This requirement may be waived if the architectural control committee and the adjoining lot owner approve. Provided, however, no residence shall be constructed closer to any lot line than what is allowed by the then current Meade County Ordinances.

4. Lot Set-Backs for Lots 1 and 2: The building set-back for Lots 1 and 2 shall be twenty-five feet (25) on all front, side and rear lot lines.

5. Improvement Specifications: All construction must be done on site and in a professional manner. No construction shall begin prior to the acquisition of a building permit from the applicable governmental agency. All materials must be new and of high quality.

There shall be a minimum of 1,500 square feet of finished living space on the main floor for a single level homes and a minimum of 1,200 square feet of finished living space on the main floor for two story homes.

Front exterior finishes shall be of rustic materials, that is, natural wood, brick, stone or drivet type siding. Any deviations from this requirement must be approved by the architectural committee. Only earth-tone siding colors will be allowed.

Each home must have an attached two or more stall garage. Detached garages and/or shops will also be permitted but they must meet set-back requirements and blend with the residential exterior appearances. Steel sided pole type buildings or sheds will not be allowed.

Garden sheds or childrens' playhouses will be allowed if they conform to the basic residential exterior finish requirements.

Exterior construction must be finished within nine (9) months from the start of construction.

6. Landscaping: Each lot must have a minimum of 800 square feet of professional landscaping.

7. Fencing: Due to the forested nature of the subdivision, extensive fencing is discouraged. Any fencing will extend behind the rear of the residential structure and will be constructed of treated wood, wooden rail, or natural wood. This restriction will not prohibit small garden fences of woven wire in nature. There will be no barbed wire allowed within the property except existing barbed wire fences located upon the exterior boundaries of the property. Split rail-type landscaping fencing will be allowed.

8. Signs: No signs of any type shall be displayed on any lot except a professional printed sign offering a property for sale or a tactfully displayed nameplate sign in conjunction with the landscaping design. However, on Lots 1 and 2, signs notifying the public that the property is being used for a church may be placed on these lots.

9. Motor Vehicles: Motor vehicles that are not licensed or are not in running condition may be parked or placed on any lot that except if they are entirely enclosed or confined within a garage or shop building. No junk, rubbish, building materials, antennas, large satellite dishes or propane tanks shall be visible from any road or any other lot.

10. Parking: Parking must be off street. Boats, trucks, trailers, and campers shall be screened or concealed from adjoining lots or street views.

11. Noxious Weeds & Lot Maintenance: All improved and unimproved lots must be adequately maintained; that is they must be monitored and sprayed for noxious weeds at all times. No trash, vehicles or materials will be stored on any unimproved lots.

12. Pets: No pet will be allowed to run wild within the property. Dogs must be leashed, kenneled, or electronically monitored. No horses, poultry, or livestock shall be allowed to be kept on the property.

13. Camping: Permanent campsites will not be allowed. Camping shall not be allowed to exceed thirty (30) days per calendar year.

14. Mobile/modular/manufactured Homes: No mobile homes, single or double wide, modular or manufactured homes shall be permitted within the property.

15. Community Association: A Community Association shall be formed by Marvel Mountain Estates, LLC, at such time as all of lots 1 through 7 have been sold. The Community Association shall enact By-laws, rules and regulations as established by its members and its board of directors from time to time, and each lot owner shall be bound by rules and regulations as may be promulgated and approved by the community association. Each person who purchases a lot, or enters into a contract for the purchase of a lot shall be required to become a member of the Community Association.

16. Architectural Control Committee: The board of directors of the homeowners association shall appoint an architectural control committee, which shall consist of a minimum of three members. Until the homeowners association is formed, the two members of Declarant Marvel Mountain Estates, LLC, shall constitute the architectural control committee.

17. Community Association - Regulations and Assessments: The homeowners association shall establish reasonable rules and regulations and make monetary assessments to each lot for expenditures for the benefit of all lot owners, such as snow removal, road maintenance, and covenant enforcement.

18. Enforcement: In the event that any one or more of these covenants are violated, then any one or more persons owning lots within the property shall send the offending party a certified letter setting forth the violation. The violating party will then have a maximum of thirty (30) days to remedy this violation. In the event that the violation is not cured or remedied within said thirty (30) day time period, the other lot owners or the homeowners association shall have the right to pursue all legal remedies available to them in law or equity for any violation of these covenants.

19. Term: These covenants and restrictions shall run with the land and bind all property within the subdivision to remain in full force and effect for a period of twenty (20) years after the date of recording of this Declaration with the Register of Deeds Office of Meade County, South Dakota. After which, these

covenants shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less seventy-five (75%) of the lot owners. Any amendment must be recorded with the Register of Deeds office of Meade County, South Dakota.

Dated this \_\_\_\_\_ day of September, 2006.

MARVEL MOUNTAIN ESTATES, LLC

BY: \_\_\_\_\_  
JODY PARKER  
Its: Manager

BY: \_\_\_\_\_  
PAUL LINDSTROM  
Its: Manager

BLACK HILLS FELLOWSHIP CHURCH

BY: \_\_\_\_\_  
NATHAN ENNIS  
Its: President

STATE OF SOUTH DAKOTA)  
)  
COUNTY OF MEADE)

On this \_\_\_\_\_ day of September, 2006, before me, a Notary Public, within and for said County and State, personally appeared Jody Parker and Paul Lindstrom who acknowledged themselves to be the Managers of Marvel Mountain Estates, LLC, a Limited Liability Company, and that they, as such Managers, being authorized so to do, executed the within and foregoing instrument for the purposes therein contained, by signing the name of the Company by themselves as such Managers.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Exp.: \_\_\_\_\_

STATE OF SOUTH DAKOTA     )  
                                  )SS.  
COUNTY     OF     MEADE     )

On this the \_\_\_\_\_ day of September, 2006 before me a Notary Public within and for said County and State, personally appeared Nathan Ennis, who acknowledged himself to be the President of Black Hills Fellowship Church, a corporation, and that he, as such officer, being authorized so to do, executed the within and foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Exp.: \_\_\_\_\_