

Doc #: 2026-02695
Date: 6/12/2026 9:29:15 AM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE RESERVE ON HIGGINS CREEK
SPEARFISH, SOUTH DAKOTA
AS ADOPTED ARIL 29, 2026**

This Declaration of Covenants, Conditions and Restrictions for THE RESERVE ON HIGGINS CREEK Homeowners Association is made this April 29, 2026, having been duly voted upon and enacted by majority of votes cast at the annual meeting pursuant to the By-laws of The Reserve on Higgins Creek Homeowners Association, Inc., a Domestic Nonprofit Corporation organized under the laws of the State of South Dakota.

I. PURPOSE

1.0 This Declaration as made by The Reserve on Higgins Creek Homeowners Association, Inc. (hereinafter referred to as "Declarant") is the result of a majority of voting members of the Declarant determining to re-write the Covenants into an updated document, incorporating the prior eight (8) original and amended versions of covenants, eliminating those which are unduly burdensome or impractical. The Covenants will address issues that are not addressed by city ordinance. This Declarant supersedes and replaces those prior Covenants and amendments, including the following document numbers on file with the Lawrence County Register of Deeds: 2007-02921; 2007-05124; 2007-05123; 2008-02913; 2008-04163; 2009-02486; 2009-04175; 2010-01627; 2013-05452; and 2025-00051.

1.1 Declarant is a Homeowners Association (HOA) consisting of single family homes, all of which that will combine elements and styles which allow for flexibility while at the same time making them ideal for compatible contemporary design.

1.2 These Covenants apply to all residential property located in the HOA, with the legal description being:

Tract A of the Reserve on Higgins Creek, Located in Higgins Creek Addition to the City of Spearfish, Lawrence County, South Dakota, situated in the NW1/4 of Section 33, T7N, R2E, B.H.M., of the Higgins Creek Addition to the City of Spearfish, Lawrence County, South Dakota.

1.3 All land described above shall be held, sold, conveyed, encumbered, leased, occupied, and improved, subject to the HOA Covenants, meaning the covenants, conditions and restrictions intended to enhance the desirability and attractiveness of the land. These covenants, conditions and restrictions shall run with the land and shall be binding upon all persons having or who acquire any right, title or interest in and to the land, and shall inure to the benefit of Declarant and each person who becomes an owner of the land.



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II. DEFINITIONS

2.1 The following terms when used in this Declaration or any supplemental declaration, unless context indicates otherwise, whether in the By-laws of the HOA or otherwise, shall have the following meanings:

- A. "Architect" shall mean a person registered to practice architecture in the State of South Dakota.
- B. "Architectural Guidelines" shall refer to those architectural standards or design rules which comply with the covenants and which further comply with all current building codes as adopted by the city of Spearfish and Lawrence County, South Dakota.
- C. "Architectural Review Committee" means the committee or board created under these Declarations or pursuant to the By-laws of the HOA.
- D. "Association" refers to The Reserve on Higgins Creek Homeowners Association, and its successors and assigns. It may also refer to or be referred to as the HOA.
- E. "Board" means the Board of Directors of the HOA.
- F. "By-laws" means the by-laws of the HOA which is a nonprofit corporation.
- G. "City" means the City of Spearfish, South Dakota and includes its relevant and appropriate departments, offices, officials and boards.
- H. "Common Open Space" means all lands identified as common open space, trails, detention/retention pond, and all other open areas within the boundaries of the HOA, which lands are maintained by the HOA or by the city for the use and benefit of the owners of residences within the HOA.
- I. "Covenants" means this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.
- J. "Declarant" means the HOA.
- K. "Lot" means a privately owned residential lot or parcel designated for residential use. This term includes any townhome or duplex in which separate units are owned. This term does not include any portion of any common open space, multifamily, condominium units, or apartments. A Lot which has more than one residential space contained on it and which has separate utilities metered and provided to it is considered as many lots, for voting purposes, as they are separate residential spaces.

L. "Park" means any and all interest in land within the HOA that has been or will be conveyed to the city of Spearfish and includes all lands identified as trails, public parks or public open space within the boundaries of the HOA. All parks are hereby declared to be dedicated to be public use and available for the use and enjoyment of the public.

M. "The Reserve on Higgins Creek Design Review Board." See "Architectural Review Committee" above. The Board is defined as a committee of a minimum of three (3) and a maximum of five (5) members of the Board who review building proposals for conformance to the provisions of the covenants and which approves, conditionally approves, or rejects building proposals.

N. "The Reserve on Higgins Creek" means the HOA, together with such other land as may be annexed thereto, pursuant to the provisions of the covenants.

O. "Owner" means the record owner of a lot or dwelling. For purposes of voting or the conducting of business of the HOA, each separately owned lot or dwelling unit is referred to as a single "owner. The terms does not include any persons or entities having an interest in any lot or dwelling merely as security for the performance of an obligation.

III. UTILITIES

3.1 Utilities. All utilities (natural gas, electricity, telephone, cable and internet) shall be installed underground.

3.2. Satellite Systems and Antennas: No antenna or satellite dish shall be installed on any structure or lot so that it is visible from street level to the extent practicable. No antenna, satellite dish or structure may extend above the highest ridgeline or no more than twenty-eight inches (28") above the point of attachment. Satellite dishes larger than 28" shall not be allowed whether mounted on structures or ground mounted. Satellite dishes of 18-28" shall be required to be positioned so as not to be visible from adjacent lots. Satellite dishes of 18" or less shall not be required to be screened from adjacent lots.

3.3 Solar Panels. If permitted by the Architectural Review Committee, the same must lie flat against the roof and may not differ in pitch or color from the roof surface from which they are mounted, with the color referring to the color from ground level or from window height looking up.

3.4 Prohibited Utilities. Coal burning appliances, propane or fuel oil furnaces as sources of heat for residential structures are prohibited. However, so long as used in a manner consistent with law, personal barbecue grills, smokers, wood or pellet stoves. and such recreational items are allowed to be used on the premises.



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IV. PROHIBITED USES

4.1 Zoning Regulations. Unless otherwise specifically referred to in these Covenants, the zoning ordinances of the City of Spearfish shall dictate the use and condition of the lots and residences located within the HOA.

4.2 Signs. No permanent signs are permitted on any residential lot in the HOA except for traffic signs, placed by the City or temporary signs erected to warn of some immediate danger. The HOA may erect temporary or permanent signs for purposes of the HOA itself or any other instructional or administrative nature.

Signs indicating that a lot is being marketed for sale, a home for sale, or improvements being performed on the premises may be placed according to City ordinances. In no event shall any sign exceed nine (9) square feet.

Name placards of the lot owner located on or near the front exterior are allowed, so long as the same are consistent with the aesthetic of the residence.

4.3 Animals. No animals, livestock or poultry of any kind, or any exotic or native wildlife shall be raised, bred, or kept on any lot; except: a lot owner may keep up to four (4) of any combination of cats, dogs or other common household pets, so long as the same are not kept for the purpose of breeding or any commercial purpose.

Pet owners shall be respectful to their neighbors by insuring that their pets do not present a noise nuisance to any nearby properties. The animal ordinances of the City shall be strictly adhered to. In particular, pets shall be strictly controlled by each owner and such pets are not allowed to roam at large or bother adjacent landowners or livestock or wildlife.

Kennels or dog runs are allowed within the area allowable for rear yard fencing. Any kennel shall be integrated into the dwelling to avoid isolation and provide as much aesthetic appeal as possible. Kennels shall not be higher than six (6) feet. No kennel or dog run may be placed closer than twenty (20) feet to any dwelling other than that of the owner of the kennel.

Pet houses must be compatible with the homeowner's house color and material and must be located where they will be visibly unobtrusive and have the least impact on neighbors for visibility, noise and smell.

All kennels, dog runs are subject to approval by the ARC.

4.4 Fuel Storage. Shall be governed by the City of Spearfish ordinances.

4.5 Decorations. Holiday decorations are allowed, so long as the same do not contain obscene material observable in public, nor a threat to public safety. "Obscene" refers to



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graphic portrayals of a sexual nature. Other decorations, including non-seasonal or non-holiday celebrating decorations are allowed so long as they are not primarily political in nature, offensive or are a threat to public safety.

4.6 Driving. NO motor vehicles shall be operated in the HOA except on improved roads and driveways. No motorized vehicles shall be allowed on the HOA's walkways or bike paths now or later established. The exceptions, other than set forth above, do not include operating a motor vehicle on such areas as part of maintenance or repair, or residential access to the area. Further, this does not include operating a riding mower or other equipment commonly used to maintain property.

4.7 Short-term Lodging. The residential lots are to be used for residential housing purposes only. No residence or lot may be rented, in whole or in part, for transient lodging purposes; for use as a 'boarding house;' as a 'bed-and-breakfast' or any other use designed to regularly provide accommodations to travelers. No lot or residential unit shall be subject to time interval ownership ("timeshares"). At no time may any person stay or live, for the purposes of permanent residency, in any type of camper, recreational vehicle, tent, trailer or temporary structure that is placed on any Lot or within the HOA, including parked on a public street.

The above is not intended to prohibit reasonable uses such as short-term rentals offered to visitors not to exceed fourteen (14) days per year, or to prohibit guests of a lot owner for an indeterminate time, not for compensation.

4.8 Subdivision. No lot may be re-subdivided without the consent of the City and the HOA, in strict compliance with all current city codes. No re-subdivision of any Lot may result in the construction of any additional dwelling units within the HOA.

V. COMMON AREAS

5.1 Park and Open Space Maintenance. Maintenance for the spaces designated as open spaces is the responsibility of the City or the HOA. Maintenance duties performed by or on behalf of the HOA may include seasonal care, mowing, fertilizing, watering, maintaining play equipment or any activity deemed necessary by the HOA.

5.2 Parking On Streets. On-street parking is allowed only as the traffic laws and city ordinances allow. Placing of boats, rafts, trailers, vehicles larger than pick-up trucks, tractors, campers, recreational vehicles, motorcycles, ATVs, or trailered vehicles shall only be allowed to be parked on public streets in strict compliance with city ordinances. In no event shall any vehicle be parked so as to block any public sidewalk, with the exception being to allow for loading or unloading. All parking shall be governed by the City of Spearfish Ordinances.

5.3 Mail Boxes. Individual mail and newspaper boxes will be clustered at strategic locations to simplify mail delivery and reduce street clutter. Unless otherwise "grandfathered" no individual mail boxes or newspaper boxes will be allowed. No posting of signs is allowed on clustered mailboxes unless the Post Office puts them up.



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VI. HOMEOWNER ASSOCIATION MEMBERSHIP

6.1 Membership. Each residential lot constitutes a “member” of the HOA. Membership and voting rights in the HOA are tied to the lot. In the event a lot, whether or not a residential structure is placed on it, is sold the subsequent owner of the lot accedes to the membership of that lot. Only one adult owner of each lot is a voting member.

6.2 Dues and Assessments. Each lot shall be assessed annual assessments which shall be set from time to time by the HOA. A change in assessment amount shall be submitted to a vote of the HOA. Published annual amounts shall be available to any HOA resident or member. Special assessments may be made for specific purposes, subject to vote by the HOA members.

6.3 Meetings. Meetings of the HOA and the members are as set forth in the Bylaws of the HOA. The Bylaws are available online at www.spearfishreserve.com.

VII. ARCHITECTURAL REVIEW COMMITTEE

GENERAL

7.1 Purpose. The HOA is a community consisting of single family residential lots,. The provisions under this Article are intended to provide for visual and architectural variety while, at the same time, creating a cohesive neighborhood that is complimentary to the surrounding community and providing that all structures built on each lot is in compliance with the latest building and electrical codes, ordinances and statutes.

The Architectural Review Committee (also referred to as ARC) shall be responsible for enforcing the architectural guidelines established herein and to adopt such procedures, including the assessment of fines for violations and or deviations from the guidelines; for implementing and following a review process for submitted plans, including a determination of the submittal's completeness, accuracy, and conformity with the Covenants of the HOA; all provided that the procedures created and implemented by the Committee shall not be inconsistent with the provisions of the Covenants.

7.2 Membership. The Architectural Review Committee, shall consist of between three (3) and five (5) persons appointed by the Board. Each appointee shall serve for a period of three (3) years, with the reappointment of the positions being staggered so that each position shall come up for renewal every three years.

The Board shall appoint members. In the event a member dies or resigns the position prior to the expiration of his or her three-year appointment, the Board shall immediately appoint a successor to fill the unexpired term.

In the event a matter comes before the ARC in which there is or may be a conflict of interest, that fact shall be immediately relayed to the Board and an interim member may be appointed to serve on the Committee for the purpose of deciding any issue before the Committee in which such conflict of interest arises or may arise. Once the matter has been determined, that

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interim member shall immediately step away and the temporarily recused Committee member shall resume his or her duties on all other matters of the Committee pursuant to his or her appointment.

7.3 Committee Review. No construction, reconstruction, alteration, remodeling, landscaping, fencing, wall installation or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot until building drawings, plans and specifications, prepared by a professional who is knowledgeable in the construction trades and of their respective codes and ordinances, the Committee may reasonably require. In the event of remodeling in the interior of a residence which does not require a building permit from the City of Spearfish, such remodeling is not required to be submitted to the Committee.

The Committee shall meet as needed at such time and place as the Committee chooses. The Committee may invite Applicants to appear personally to answer any questions the Committee may have with respect to any application, but it is not required to do so.

In the event the Committee requires a prior submission, it will adopt and publish to any person wishing to engage in any activity requiring approval such forms as may be necessary to submit the same to the Committee for consideration and approval.

Items the Committee will consider, without limitation, include exterior colors, building materials, and type of landscaping. Items the Committee will not consider include interior color choices, hard and soft surfaces and placement of the same within the interior of any structure, all so long as the same are not in violation of any building codes or any ordinances or statutes.

In the event building plans and elevations, mostly for new construction, are required, such submissions will be deemed acceptable if they have been previously been approved by city or county planning boards.

Any approvals issued by the Committee on matters before it shall be by a majority vote, and does not require unanimous approval.

7.4 Variances. The ordinances and codes of the City of Spearfish are incorporated herein by reference. Neither the Committee nor the Board will grant any variances that will or would not be granted by the City.

If a variance is granted by the City, neither the Committee nor the Board will have the authority to override such variance.

If the Applicant requests a variance from the Covenants, which variance is not in violation of any city ordinance or code, the Committee shall have the authority to issue such variance; however, the Committee's granting of a variance to one applicant is not to be considered precedence for the granting of any variance to any other Applicant. Similarly, no decision to grant or deny a variance from the Covenants shall not be made in an arbitrary and capricious manner.



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7.5 Fees. The Committee may require reasonable fees to be paid with the filing of plans and specifications as an integral part of the permitting process, in order to defray any expenses in the Committee's exercise of its due diligence. Such fees shall be approved by the HOA with such fee structure being made available to any person or organization seeking such information. The Committee shall be responsible for collecting such fees and accounting for the same to the HOA in a commercially reasonable manner.

7.6. Compliance and Enforcement. All improvements, construction, reconstruction, alterations, remodeling or any other activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee and for which the approvals were issued.

The Committee has the power and authority, acting as an authorized arm of the HOA, to enforce the Covenants and these rules in any court of law or equity when it reasonably believes the same have been violated. In the event a person fails to comply with the terms under which the Committee has granted approval, the Committee shall have the authority to revoke or suspend any building approvals and/or order the suspension or cessation of any construction or work in violation of these Covenants, regardless of whether the same may be in compliance with any city-issued building permit. In the event the Committee or the HOA in general submits itself to the court system, the person or organization not in compliance with these Covenants or rules shall be responsible to the HOA for all its attorney fees and costs.

7.7 No personal liability. No member of the Committee, nor the Committee itself, may be held liable by any person or organization for any damages which may result from the Committee's action taken according to its mandate in pursuing or enforcing these provisions or the Covenants. This includes but is not limited to damages which may result from correction, amendment, change or rejection of plans; the issuance, suspension or enforcement of building permits; or any delays associated with such actions by or on behalf of the Committee or its members.

REVIEW PROCESS

7.8 Plan Submission. No residence, fence, wall, garage, outbuilding or other structure shall be constructed, erected, altered or permitted to remain upon the lot/property until written plans and specifications showing the design, nature, kind, color, dimension, shape, elevations, material, use and location of the same shall have been submitted and approved, in writing by the Committee as to compliance with the HOA's Covenants. As a part of any approval, sufficient proof that the submission to the City was approved and that all building permits were paid must be provided or will be paid upon approval by the Committee.

7.9 General Requirements. Not less than thirty (30) days prior to the anticipated date of commencement of construction, Applicant shall submit two (2) copies of the required documents for each design review. The Committee shall publish, from time to time and in a manner easily accessible to the public, the name of the Committee members and the proper address for submission of the documents.

Submissions shall be labeled with "The Reserve on Higgins Creek Architectural Review Committee" and list the specific address and project title. The acronym "ARC" may be substituted for "Architectural Review Committee."

7.10 Review by the Committee. The Committee shall consider, at its regularly held meetings, any presented or received prior to the regular meeting of the Committee; and it may also consider any applications which were held in abeyance, continued for further information and consideration, or which were amended by the Applicant.

Upon review, the Applicant shall be notified within ten (10) business days of the completion of the review whether the application has been approved or disapproved. In the event the application is disapproved, the reasons shall be stated with specificity. The Committee may also issue a conditional approval, which will not be considered approved until the Applicant agrees to the condition or conditions on which approval is granted.

An Applicant may withdraw an application submitted to the Committee for any reason. However, if the Applicant re-submits its application, it shall be subject to the submission fee as set forth above. An Applicant who withdraws its application waives the return of the application fee paid to the Committee.

If an application is disapproved, the Applicant shall have the right to request a re-determination by the Committee. Such request must be made in writing and given to at least one Committee member. If the Applicant does not know any of the Committee members, the Applicant may deliver to the HOA, its request for re-hearing. Such request must be clearly noted as being provided to the attention of the ARC Committee. The request of the Applicant must be made within ten (10) days of receipt of notice of the disapproval by the Committee.

At the re-hearing, the Applicant shall state its position and provide any further information which would be useful in making a determination. While this is not a Court proceeding and the Rules of Evidence and Rules of Civil Procedure are not a part of the process, decorum is expected with due respect given by all persons to all persons. In the event any person does not act in a courteous and respectful manner, the re-hearing may be dismissed and the Committee may make its decision based upon the proceedings as conducted, or may hold a decision in abeyance pending further possible hearing, which is solely at the discretion of the Committee.

7.11 Completion of Project. If construction of a structure is not commenced within one year after ARC approval, a new application must be submitted by Applicant to the Committee. No construction shall be commenced without a valid and current approval.

If construction is not completed in accordance with the plans and specifications as approved by the Committee, the Committee may, at its option, take such action as it deems necessary in its judgment to improve the exterior appearance so as to make the property harmonious with other properties in the immediate area and to comply with all the Covenants of the HOA. Any cost expended by the Committee or the HOA shall be the sole responsibility and obligation of the Applicant. The HOA, through the Committee may take such action available at

law to recover such costs including placing a lien on the real property or suing for monetary damages. All attorney fees and costs, as well as costs of suit, shall be awarded to the HOA.

7.12 Inspection. No occupancy of the premises if new housing construction shall be allowed unless a Certificate of Occupancy has first been issued by the City of Spearfish. Such Certificate of Occupancy shall only be issued when the City has made its inspection according to city ordinances and any and all conditions have been satisfied as the result of such inspection.

7.13 Application Fees. The fees for applications to be reviewed by the Committee shall be published and available to the public.

7.14 Minimum Documentation Required. All construction, plat and landscaping plans and specifications showing the nature, kind, shape, height, materials, color and location must be submitted and approved in writing by the Committee, taking into consideration the overall harmony of external design, color and location in relation to surrounding structures and topography before construction may commence.

7.15 Forms requirements. The forms required for submission to the ARC are attached to the Appendix to these Covenants.

VIII. LANDSCAPING

8.1 General. One purpose of the Covenants is to enhance the landscaping and natural surroundings by the planting of trees and shrubs. Landscaping is considered essential to enhance the aesthetics of the HOA and each lot will be landscaped in its entirety with all lot owners being required to maintain their property, including the landscaping. The ideal landscaping area will be balanced throughout the property so that approximately one-third of the grounds is lawn, one-third is planting (including trees, shrubs, flowers, herbs, etc.) and one-third is hardscape (sidewalks, patios, driveways, etc.)

Where possible, landscaping must be finished within 90 days of completion of the residential unit or as soon as reasonably possible after completion of construction, weather permitting.

8.2 Care. Every homeowner/lot owner is responsible for the care of his or her entire lot. Maintenance and care include lawn care, irrigation and weed control. Mulched beds will be weed-controlled by a consistent program of weed control, whether by a spray regimen or manual weeding. Any chemicals for lawn care, tree and shrub care, weed control and all other chemicals, if used, shall be applied in strict adherence with the manufacturer's instructions and the application shall be pursuant to all local, state and federal guidelines, rules and statutes.

8.3 Weed Control. In the event a lot owner does not control weeds and/or noxious plants on the owned lot, the HOA may, give to the lot owner ten (10) days' written notice to take all steps to eradicate such weeds and/or noxious plants. If the lot owner fails to do so, the HOA may cause the weeds and/or noxious plants to be eradicated and assess the cost of the same to the lot

owner. The term "weeds and/or noxious plants" are as defined by the South Dakota Department of Agriculture.

8.4 Gardens. Any vegetable or fruit gardens will be placed in the rear yard of the lot. No growing of any type of garden will not be allowed in front or side yards. For purposes of this section, "fruit or vegetable gardens" includes any type of vegetable, fruit, berry, melon or other non-decorative plantings which have as the primary purpose being grown for human consumption, whether or not actually consumed.

8.5 Firewood storage. While wood-burning stoves are not allowed as a primary heat source for any residence, wood-burning fireplaces are allowed. If firewood is stored outdoors, it will be stacked in an enclosed area or structure designed for the storage of wood, with storage situated so that the same is not visible from the street front. Such structure shall be architecturally compatible with the material and color of the primary structure, and shall be integrated into the design of the building. NO firewood shall be otherwise stored along the side or front of the house.

8.6 Trees. Lot owners are responsible for the installation and maintenance of the trees on or adjoining his or her property. There shall be a minimum of two (2) trees in the front of the house, on street level, and two (2) trees in the rear of the lot, for a total minimum of four (4) trees per lot. The HOA maintains a list of approved trees to be planted in the front of the home. A variance of the requirement may be granted by the HOA, which variance may include only one (1) tree or no trees; or a type different from the approved list.

It is the duty of the lot owner to ensure that, prior to any digging, utility line locators have located and marked the various utility lines. New trees planted shall be at least of a 2" diameter on the trunk. The lot owner shall also be responsible for removing any diseased trees and replacing the same where appropriate.

A list of approved trees is appended to these Covenants.

8.7 Fences. Prior to installing any fencing the lot owner or lot owners are responsible for locating the boundary lines and accurately placing any fencing on such line. The only permitted fencing in back yards shall be black vinyl chain link with approved corner posts. No fencing of the front yard shall be allowed.

Patio privacy fencing is allowed if first submitted in writing to the ARC, as outlined above. If approved, no patio fencing shall exceed sixteen (16) feet in length, with an angle break required at eight (8) feet. No patio fencing shall exceed eight (8) feet in height.

8.8 Recreational Play Equipment. Recreational play equipment, including children's play equipment, shall be placed in rear yards. Consideration should be given to lot size, equipment size and design, and visual screening. Wall-mounted or free-standing basketball backboards are allowed subject to ARC approval. Support posts and brackets for wall-mounted or free-standing



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basketball goals shall be painted to blend unobtrusively with their visual backdrop surroundings. All backboards shall be clear. Movable backboard stands shall be stored, when not in use in an appropriate location.

8.9 Garbage and Refuse. Containment and disposal shall be governed by City of Spearfish Ordinances.

8.10 Outdoor Lighting. No outdoor lighting shall be permitted unless the same is designed to aim downward and limit the field of light to the confines of the lot on which it is installed. This does not apply to street lights installed or maintained by the HOA or the City.

IX. DESIGN AND CONSTRUCTION

9.1 Intent. The intent of the building design guidelines is to develop architectural diversity within the HOA. The following will be utilized by the ARC in approving home plans and are intended to guide builders and homeowners. They are not designed to impose personal taste of one or more members of the ARC upon homeowners.

9.2 Building Height. Residential Buildings shall be limited to a maximum of thirty-five (35) feet of vertical height. Height shall be measured from the highest ridge of the roof to the adjacent grade. The maximum height in any event shall not exceed that as allowed by city code. Chimneys, cupolas and other rooftop architectural features may exceed the maximum height by no more than four (4) feet.

On complex structures with multiple heights, the building height shall be determined by calculating the highest ridge line of the building and measuring to the average of the highest and lowest finished grade. The final elevation of the finished surface materials, whether soil, paving or decking shall be indicated as the finished grade and shall be shown on the architect's renderings.

9.3 Roof Form. The architecture within the HOA shall complement the natural qualities of the surrounding area. The following design regulations have been developed to allow for distinct building forms while addressing the character of the entire community. When refining roof forms consideration shall also be given to the prevention of excessive snow buildup and snow shedding.

A. *Shape and Pitch.* When examining roof shapes and pitches for building within the HOA, designers should consider the character of the building being designed and its relationship with its surroundings to achieve unity with the landscaped design for the home. All roof types will be considered as part of the whole of the project and the architect's expression of design.

B. *Dormers and Secondary Roofs.* Dormers and secondary roofs are often necessary to add interest and scale to major roof areas and to make habitable use of the attic space within the roof. Dormers and secondary roofs shall be gable, shed, hip and modified hip roofs and may be stacked in multiple forms.

C. *Skylights and Solar Collectors.* When designing the location of skylights, consideration shall be given to both the interior and exterior appearance of the unit. Locations shall also be coordinated with window and door locations. Skylights shall be located away from valleys, ridges, and all other areas where drifting snow may hinder the performance and safety of the unit. Skylights shall be of high quality, insulated, double-pane construction. Roof skylights shall be flat in profile. Bubble and dome-style skylights shall not be permitted.

Solar collectors shall be integrated into the overall design, and shall be placed flush with the slope of the roof or the wall of the building. All solar collectors shall be screened or concealed from view of public streets or other common areas.

D. *Chimneys.* Chimneys, flues and vents can be used to create visual contrast to the dominant roof forms of the buildings within the HOA. All flues, with the exception of termination caps, shall be enclosed with a chimney cap and fitted with a spark arrestor. NO exposed metal or clay flues are allowed. All chimney forms shall relate to the overall building and shall be covered with stone, stucco or wood siding materials to match the exterior finishes of the building.

Building vents and flues for such functions as ventilation and exhaust shall be consolidated into enclosures wherever possible and shall typically be concealed from public view. Roof penetrations should be placed on the rearward side of the residence wherever possible. Attic openings, suffix vents, foundation louvers or other direct openings in outside walls, overhangs or roofs shall be covered with non-combustible, corrosion-resistant metal mesh.

9.4 Exterior Wall Forms. Exterior wall surfaces shall be no longer than fifty (50) feet in length without the introduction of a minimum two-foot recess, four-foot projection or change in orientation.

Foundation walls shall be exposed a maximum of six inches (6") above the ground. On sloping grades, siding shall remain at least one foot (1') above grade, and the upper edge of the water table shall remain level, stepping down the slope in increments of four feet (4') or less. Concrete foundations exposed more than six inches (6") above grade must have an architectural finish, with respect to texture, pattern and/or color.

9.5. Material and Detail Regulation. When choosing materials for buildings in the HOA, architects should select materials of an appropriate quality and durability in an often harsh northern environment. Synthetic and composite materials which conserve valuable wood resources should be considered whenever a building owner is contemplating opaque finishes or high maintenance areas. The use of materials and colors for all structures in the area should blend into the surrounding site.



The following are the only allowable materials in the HOA boundaries:

A. *Roof Materials.* Durable roof materials capable of withstanding the freeze/thaw cycle of the environment are required. Cold roof systems with adequate ventilation and insulation are recommended. All roof materials shall carry a Class A or Class B rating. The acceptable materials are:

- i. Treated wood shakes or shingles;
- ii. Synthetic shakes and shingles;
- iii. Natural and synthetic slate shingles;
- iv. Asphalt random tab shingles;
- v. Pre-finished metal roofing;
- vi. Tile;
- vii. Rubber roofs in flat roof applications;
- viii. Other similar materials as approved by the ARC;
- ix. All roof flashing vents, hoods, and roof accessories shall be of a material that blends with the color of the roofing material selected.

B. *Exterior Wall Materials.* The character of the building exterior shall be kept simple in order to harmonize and compliment the surrounding environment of the site. Natural materials and subdued colors shall be used on the main body of the structure. Exterior trim may be more colorful and may contrast with the main body in order to add visual interest to the predominant neutral tones.

Full scale samples of all exterior building materials, including window samples, are required in the Final Plan Review.

The ARC shall consider materials not listed below that maintain the aesthetic and expressive nature of the HOA, including prefinished composite wood products and synthetic siding materials.

i. **Stonework:** Rock shall be natural or synthetic stone material. Dry stack settings with minimal exposed mortar are preferred. Stonework shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. Detailed drawings of all exterior stonework shall be required as a part of the final plan submittal.

ii. **Concrete/Stucco:** Exposed concrete foundation walls over six inches shall be finished with synthetic textured stucco stained a subdued color in harmony with the building; with stone, or with treated wood.

iii. **Wood and Wood Product Siding:** Smooth or rough-sawn wood siding and approved composite wood products are acceptable exterior wood sheathing materials. All wood siding shall be painted

or stained with an opaque stain. Other wood product siding will be considered by the ARC on a case-by-case basis.

iv. **Shingles:** Natural and synthetic shingles shall be used only as accent or detail materials within the composition of exterior finishes. Shingles shall not be the dominant exterior material on any building.

v. **Natural Log:** Natural log materials shall be milled or assembled with irregular lengths and diameters. Prefabricated log homes, including prefabricated kit homes of any type shall not be allowed.

vi. **Color Scheme:** Exterior color schemes throughout the HOA shall emphasize the natural tones of the surrounding natural environment and those of a traditional neighborhood development. Large exterior wall surfaces shall be painted or stained with natural tones. Trim and other accenting details of the building may be of a brighter intensity and contrasting color scheme. Color schemes shall emphasize the contrast between basic wall surfaces and accented details. All exterior color schemes shall be reviewed by the ARC as a part of the plan review process.

vii. **Siding:** Siding shall run horizontally or vertically, but not at other angles to horizontal.

C. *Exterior Windows and Doors.*

i. **Scale, Composition and Proportion:** Windows and doors shall be of a consistent size, shape and orientation throughout a given structure. Window and door patterns and reveals shall be placed to create interest and variety. Uninterrupted bands of windows and doors are not allowed in any structure. Window and door locations shall be carefully considered to avoid being obscured by accumulating snow.

ii. **Materials:** Windows and doors shall be constructed of natural, stained or painted wood, or pre-finished aluminum, enamel or vinyl cladding. All glazing shall be framed in walls of stone, stucco or wood. Glass curtain walls shall not be approved in any circumstance. Mirrored glass shall not be used. Glass storm panels, set within the window sash, may be used within divided-light windows, provided that the storm panel is installed on the interior side of the window.



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D. *Decks, Balconies, Terraces and Porches.*

i. **Design:** Decks, balconies, terraces and porches shall be designed to enhance the overall architecture of the building by creating a variety and detail on exterior elevations. Covered decks, projecting balconies and bay windows shall be integrated with the structure. Terraces shall be used to integrate the structure and landscape by creating a transition between the built and natural characters of the site. No deck, balcony or porch shall be used for storage. Furniture on any deck, balcony or porch shall be of the type made for outdoor use. Hot tubs shall not be placed in the front or side of the primary structure.

ii. **Materials:** Low level decks shall be skirted to grade, while providing proper ventilation and access. Decks which are not practical to skirt shall be designed to assure that the underside of the deck is integrated with the design of the structure. Materials and colors shall be consistent with the structure and surrounding landscape. Screened-in front porches and glazing are not permitted. Columns and pier supports, as well as railings, shall be constructed pursuant to city code.

iii. **Night Sky Requirements:** The major street intersections in the HOA must be illuminated with lights that meet city requirements. All outdoor lighting on structures shall be free of glare, and shall be fully shielded or shall be indirect lighting. No ranch lights or unshielded lights shall be permitted. No mercury vapor lights are permitted.

9.6 Structure requirements. The following above-ground minimum finished square footages shall apply to all homes constructed in the HOA:

A. Lot sizes shall be from 6,000 to 7,999 square feet shall require a minimum of 900 square feet of finished space;

B. Lot sizes over 8,000 square feet shall have a minimum of 1,100 square feet of finished space on one level. If a two-level home, the finished square footage shall total a minimum of 2,000 square feet. If a three-level home, the total finished square footage shall be at least 1,800 square feet.

9.7 Contractor Responsibilities. The owner of the lot on which construction is taking place, whether new construction or remodeling, shall strictly control the contractors and subcontractors building or remodeling the premises. Owners are responsible to insure that the contractors keep the lot clean and cleared of refuse which may blow onto adjoining land. Owners are responsible for all actions of their contractors or subcontractors while on the lot or on HOA property. Large Construction Dumpsters are required to be covered at the end of each work day.

9.8 Forms. The proper forms for submitting any proposed construction or remodel as set forth above are appended to these Covenants.

9.9 Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any lot, except as may be necessary for the completion of construction on the lot. However, no such temporary structure shall be allowed to be used as overnight sleeping or living quarters.

9.10 Sheds. Construction and maintenance of storage sheds shall be governed by City of Spearfish Ordinances. However, any shed on the premises shall match the color of the house.

9.11 Certificate of Occupancy. In compliance with city ordinances and codes, no dwelling may be occupied until the same has been granted a Certificate of Occupancy.

X. ADJACENT PROPERTIES

10.1 Cook Ditch Company Irrigation Ditch and Pipeline. All lot owners agree that Cook Ditch Company shall maintain water conduit ditches adjacent or bounding upon certain residential lots located within the HOA. Any lot owner bounded by such ditch agrees and covenants that they are not permitted to draw or divert any water from any such ditch for any reason and shall keep such ditch clean and free and clear of any garbage or debris. All lot owners covenant and agree that the Cook Ditch Company shall have a forty (40) foot easement, twenty (20) feet on either side of the centerline for access and maintenance under and across any parcel underneath which is laid Cook Ditch Company water pipeline. Lot owners understand and agree that any trees, shrubs or other plantings placed within the Cook Ditch Company easement may be damaged or removed entirely in the event that maintenance or other work needs to be performed within such easement area.

10.2 Agricultural Concerns. Lot owners and residents of the HOA are informed that nearby uses may be agricultural. Lot owners and residents accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies and machinery noise. The use of standard agricultural practices feature the use of heavy equipment, burning, chemical sprays and the use of machinery early in the morning and sometimes late into the evening. Normal agricultural practice also includes the use of water for irrigation. The use of irrigation water may have an effect on ground water, surface water, and water quality on nearby property. Normal irrigation practices also include the generation of waste water. Lot owners and residents will provide a method of directing waste water to existing ditch or natural waterways. Lot owners and residents waive all rights to protest any and all standard and normal agricultural practices on nearby land in areas where such agricultural concerns were established prior to a lot owner or resident locating on to his, her or its respective lot.

Lot owners in close proximity to the subdivision are informed and are aware that livestock may be located in close proximity to the HOA. Livestock can be highly unpredictable. Fences are only a deterrent and only occasionally livestock will roam outside of their intended

pastures or corrals. Lot owners and residents waive any and all right to protest damage or inconvenience against the HOA due to livestock roaming outside their intended enclosure.

Lot owners and residents also understand and are aware that nearby private agricultural land is neither public land nor park land, and that accessing such land is considered trespass upon private land, unless specifically allowed by the landowner.

XI. ADOPTION OF CONDITIONS, COVENANTS AND RESTRICTIONS

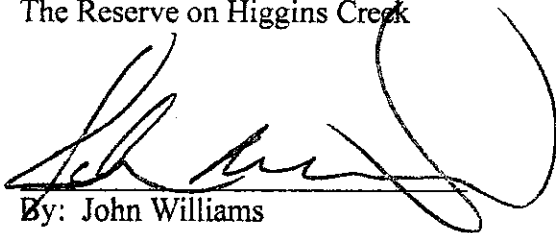
11.1 Date of Adoption. These Conditions, Covenants and Restrictions rules are considered adopted and in full force and effect as of the date appearing below, having been duly ratified and voted on by a majority of lot owners entitled to vote. These Conditions, Covenants and Restrictions are intended to restate or, in the appropriate case, amend the prior Amendments. These Conditions, Covenants and Restrictions, as applied, are prospective in application. Any conditions existing at the time of the adoption of these Conditions, Covenants and Restrictions are not altered by the same. However, at the change of condition or ownership of the lots to which these Conditions, Covenants, and Restrictions, these shall apply to such lot and lot owners.

11.2 Amendment. These Conditions, Covenants and Restrictions may be amended or altered only as authorized by the HOA's rules and bylaws.

Dated as of the date first appearing herein.

(signature page appears below)

The Reserve on Higgins Creek


By: John Williams
Its: President


By: Karen Ochoa
Its: Secretary

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF LAWRENCE)

On this 5th day of June 2026, before me, the undersigned officer, personally appeared John Williams, who acknowledged himself to be the President of The Reserve on Higgins Creek Homeowners Association, a domestic non-profit corporation, and that he, as such member, being

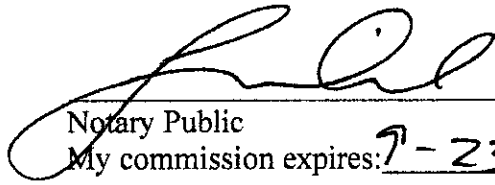


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authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as member.

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



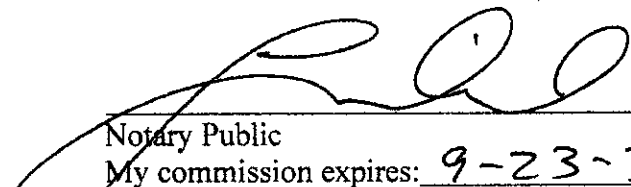
Notary Public
My commission expires: 7-23-31



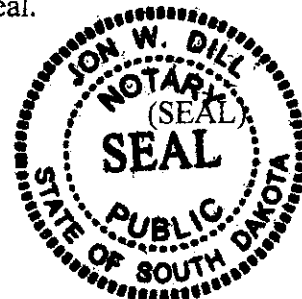
STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF LAWRENCE)

On this 5th day of June 2026, before me, the undersigned officer, personally appeared Karen Ochoa, who acknowledged herself to be the Secretary of The Reserve on Higgins Creek Homeowners Association, a domestic non-profit corporation, and that she, as such member, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the association by herself as member and Secretary.

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



Notary Public
My commission expires: 9-23-31



Prepared by:
Karen Ochoa
3871 E. Beartooth Loop
Spearfish, SD 57783
(916) 529-8527